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The Solicitors' Journal and Weekly Reporter.

LONDON, MAY 28, 1910.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Trinity Cause Lists.

THE AGGREGATE of the Appeal List remains practically unaltered since the commencement of the last sittings. There were then 145 appeals and there are now 149. There were 179 a year ago. The King's Bench appeals have risen from 93 at the last sittings to 104 now, while the Chancery Division appeals have dropped to 20, surely the smallest number in recent years. The Chancery Cause Lists have fallen from a total of 355 causes and matters at the last sittings to 315, with 42 company matters. There were 304 a year ago. The King's Bench Lists have diminished from 843 at the last sittings to 743. There were 819 a year ago.

The New Judges Bill.

AS WE REMARKED a fortnight ago, some anxiety is felt as to the future of the Bill authorizing the Government to add two judges to the High Court. The sitting of Parliament is deferred till next month, and much time will then be consumed in debating the Civil List, the new Budget, and other necessary legislation. Notice has been given of a number of amendments to the Bill, some of them almost illusory, but more than one of which will give every opportunity for acrimonious discussion. We understand that a large majority of the legal members of the House are in favour of the Bill, and will spare no effort to enable it to become law, though they are disposed to think that an all-night sitting of the House may in the last resort be required to defeat the active opposition to the measure. It is probable that those who resist the amendments will be recommended to abstain from taking any part in the discussion, as anything which tends to prolong the debates will strengthen the hands of those whose last resource is delay.

A Change in the Numbering of the Statutes.

ONE RESULT of the accession of King GEORGE will be the introduction of a change in the numbering of the statutes and the return to the system which prevailed in the reign of the late Queen VICTORIA. Queen VICTORIA ascended the throne in June, 1837, and, inasmuch as sessions of Parliament usually begin some time before, and continue some time after, the month of June, the Acts passed in the Session of 1838 are cited as the Acts passed

in the session of Parliament held in the first and second year of her Majesty, or, more briefly, "1 & 2 Vict." Queen VICTORIA died on the 22nd of January, 1901, and the late King succeeded to the throne before the commencement of the Session of Parliament for 1901. The Acts for 1901 are accordingly Acts of 1 Ed. 7, those of 1902 of 2 Ed. 7, and it was never necessary during the late King's reign to describe a statute as having been passed in a session holden in more than one year of his reign. The Acts for 1911 will in future, however, be Acts of 1 & 2 George, and so on in succeeding years. It was the custom in the volumes of statutes to distinguish those passed before the anniversary of the accession of Queen VICTORIA from those passed after that date; for instance, the Act to provide further money for the Uganda Railway (which received the Royal Assent on the 25th of June, 1900) is described in its place as 63 Vict. c. 11, while the Act to constitute the Commonwealth of Australia (9th July, 1900) is described as 63 & 64 Vict. But it is difficult to see the object or advantage of these distinctions, for the Act 63 Vict. c. 11 became law at the end of the session and was thereafter cited as 63 & 64 Vict. c. 11. It was passed in the session of Parliament held in the sixty-third and sixty-fourth years of the reign of Queen VICTORIA.

Actions in the King's Bench Division.

IT APPEARS to be admitted that in the King's Bench Division the number of cases tried or disposed of is less than it was some years ago. But there is some controversy as to the cause of this diminution in the dispatch of business. There has been, probably since the Judicature Acts came into operation, a great change in the character of the cases tried, but we must refer to the evidence of Mr. Justice GRANTHAM before the committee which recently met to consider the state of business in the King's Bench Division for other reasons why the trial of cases is nowadays prolonged. The learned judge gives as one reason the modern practice with regard to the discovery of documents. The parties are often required to bring into court copies of every single letter relating to the transaction before the court. In one case tried before the same judge there were 1,170 pages of correspondence, each page practically representing one letter. Another reason is the telephone and shorthand-writing. In the old days, when the solicitors had to write their letters themselves, they never wrote except under compulsion, but it is easier to dictate to a shorthand clerk, and the number of letters is now greatly increased. These documents are not only frequently read at the trial and commented upon at length, but even when they are not read, they supply matter for investigation which tends to lengthen the trial. The conclusion from these facts appears to be that cases are in fact longer, and are likely in the future to become longer rather than shorter; and unless some arrangement can be made whereby courts are constituted which keep continuously at the same work, we are afraid that many litigants, rather than face the expense and delay of protracted inquiries, will resort to some informal and more expeditious tribunal.

The Law of the Air.

JUST AS the introduction of steam, and afterwards electricity, into the arena of practical everyday life, opened new fields for jurisprudence, both theoretical and practical, so new fields must inevitably be opened by the rapid development of aerial navigation. The International Aerial Navigation Conference is now sitting at Paris. M. MILLERAND, the French Minister of Public Works, in welcoming the members to Paris, referred to their task as an indispensable one requiring the co-operation of the practical engineer, the jurist, and the diplomatist. The prominence of law in the work of the conference is indicated by the fact that an eminent French jurisconsult and international lawyer—M. LOUIS RENAULT—has been elected president. A special sub-committee has been appointed to deal with questions of law. The further announcement is made in the daily press that the first international Aerial Law Congress will be held at Verona from the 31st of May to the 2nd of June. One of the first and most important tasks for theoretical jurisprudence to accomplish in connection with aerial navigation will be to depose the maxim *cujus est solum ejus est usque ad coelum* from its present pre-

eminence. Many persons appear to think that all questions of difficulty can be solved by citing this outworn maxim, which was not even true when invoked by COKE. Its many practical limitations are even now widely recognized, however, and it will be interesting to observe how far continental law, both public and private, will bring its theory into line with what is really an established, if not yet very widely recognized, rule of the English law of private property, viz., that a landowner has not as a matter of course the same rights of proprietorship over the air above his land as he has over the land and buildings themselves.

"Final" or "Interlocutory."

THE CASE of *Re Page* (1910, 1 Ch. 489), in the Court of Appeal, shows that there may still be considerable difficulty in saying whether an order is final or interlocutory for the purpose of determining the period allowed for appealing, though it might be imagined that the natural meaning of the words furnishes a sufficiently easy test. A final order must be one which disposes of the questions raised in the action; an interlocutory order must be one which disposes of some point preliminary to the hearing. Judged in this way, the result in *Re Page* should have been obvious. An application was made that the action should be dismissed as frivolous and vexatious. The application was successful, and the action was dismissed. This was final as regards that action, and BUCKLEY, L.J., recognized as much. "This," he said, "is an order in favour of the defendants, and it brings this action altogether to an end. To my mind it would be reasonable to say that that is a final order." We imagine that it would not only be reasonable, but, according to the meaning of words, inevitable, and yet the learned Lord Justice was not prepared to differ from the opposite view taken by COZENS-HARDY, M.R., and MOULTON, L.J. Certainly the cases give room for doubt, but that is because on previous occasions, as well as on the present, attention has not been paid to the meaning of the words. In *Salaman v. Warner* (1891, 1 Q. B. 734) it was said that an order is not final unless it will dispose of the action whichever way it is made, and in the present case an order in favour of the plaintiffs would have allowed the action to proceed. But this is to determine the meaning of "final" in the event which happens by reference to an event which does not happen. If, in fact, the order disposes of the litigation it is final. That, however, is not the meaning adopted, and an order dismissing an action as frivolous and vexatious is to be classed as interlocutory. Since the reduction of the period for final appeals from one year to three months, the matter is not so important as it used to be, but it would perhaps be more convenient to interpret the rules according to the language used.

The Election Petitions for Hartlepool and East Dorset.

THE RESULT of the recent election petitions will lead many persons to consider whether the existing procedure is not open to serious objections. A protracted trial, occupying the time of two judges of the High Court at a time when it is widely believed that the King's Bench Division is undermanned; a lavish expenditure, far heavier than many candidates for Parliament would be able to sustain; much local excitement and ill-feeling, and the lame and impotent conclusion that a member is unseated, with the certain prospect that someone sharing his opinions, probably a near relation, will quickly be elected in his place. We have never been able to see why an election petition should be instituted and controlled by private individuals instead of an official prosecutor. It is notorious that in a large number of elections no petition is presented for the simple reason that the unsuccessful party is, equally with the member elected, liable to the charge of illegal practices or—what is still more objectionable—because both parties are interested in preventing the disclosure of matters which may bring the whole constituency into discredit. The Corrupt and Illegal Practices Prevention Act, 1883, does indeed recognize the necessity for an official inquiry into alleged corrupt or illegal practices, for it enacts, by section 45, that where information is given to the Director of Public Prosecutions that any corrupt or illegal practices have prevailed with reference to any election, it shall be his duty

subject to the regulations under the Prosecution of Offences Act, 1879, to make such inquiries and institute such prosecutions as the circumstances of the case appear to him to require. Prosecutions for election offences are not a convenient method for bringing them to light, for juries take a very indulgent view of misconduct during an election. We believe that the best tribunal to inquire into the conduct of an election is a judge or commissioners, and although the Government which instituted the inquiries might occasionally be accused of partiality, it would gradually become more difficult to shew any ground for such accusations.

Extradition.

A NOVEL POINT has recently been taken in an extradition case. One MAX KOHEN was charged with the extradition offence of receiving stolen goods in France: see *Morning Post* of May 20th. It appeared that KOHEN had been acquitted in Paris of the charge now preferred, but, the prosecutor having appealed, KOHEN was convicted, and (in his absence) sentenced to three years' imprisonment. It was now urged on the defendant's behalf that, as there could not be under English law an appeal against an acquittal by a jury, the magistrate had no power to commit the defendant for extradition. The magistrate, however, did commit, and left the point to be raised in the High Court if necessary. The contention that a difference between French and English law might oust the extradition powers of the magistrate seems to be only justified on the analogy of the law relating to foreign judgments. But there is no such analogy in this respect between foreign judgments and extradition. The case is governed entirely by statute, and the relevant enactment is contained in section 10 of the Extradition Act, 1870: "In the case of a fugitive criminal alleged to have been convicted of an extradition crime, if such evidence is produced as (subject to the provisions of this Act) would, according to the law of England, prove that the prisoner was convicted of such crime, the police magistrate shall commit him to prison, but otherwise shall order him to be discharged." He need only be proved to have been convicted. Even a suggestion that the demand for extradition is not made in good faith and in the interests of justice will not be considered by the court: see *Re Arton* (1896, 1 Q. B. 108). In that case WILLS, J., said: "We must assume that the French courts will administer justice in accordance with their own law." Equally must it be assumed that the foreign courts have administered justice in accordance with their own law, even though that law happens to differ radically from the law governing similar cases in England. In fact, the only defence a person convicted abroad could adopt would be to shew (under section 9 of the Extradition Act) that the crime was an offence of a political character, or else it was not an extradition crime at all.

Stamp Duty on Premium Leases of Small Houses.

A CORRESPONDENT, whose letter, together with a copy of a letter from him to the Chancellor of the Exchequer, we print elsewhere, has discovered an obvious flaw in the Finance Act, 1910; so obvious, indeed, that there ought to be some way of getting over it by a reasonable construction of the Act. One of the objects of the Act is to increase the revenue from stamp duties, and for that purpose the duties on conveyances on sale and on leases are doubled; but section 73, which doubles the duty on conveyances on sale, ends with the proviso that the section shall not apply "to a conveyance or transfer where the amount or value of the consideration for the sale does not exceed £500." Section 75, which doubles the duty on leases, contains no corresponding proviso, and it was doubtless not contemplated that the section might apply to a lease which is in substance a sale. But this is the case where, as pointed out by our correspondent, the granting of the lease is a step in the purchase of a house; that is, where the purchaser pays in cash for the building, but takes the site on a long lease at a ground-rent. This is carried out by means of a lease, for which the consideration is both the payment of the lump sum and the ground-rent. As regards the lump sum, the transaction is really one of sale, and the Stamp Act, 1891, recognizes this by charging in respect of it "the same duty as a conveyance on

sale for the same consideration"; as regards the ground-rent, the transaction is a lease, and the *ad valorem* lease duty is payable. Now comes section 75 with its direction that the "stamp duties chargeable under the heading 'Lease or Tack' in the First Schedule to the principal Act" are to be double "the duties which would have been chargeable immediately before the passing of the Act under that heading." This looks very much as though the premium duty and the ground-rent duty were both to be first calculated as though the Act of 1910 had not been passed, and then doubled; and if this is the correct interpretation, there is no chance of applying the exemption in favour of sales under £500 to the premium duty. According to our correspondent this is the view taken by the revenue authorities, but it is so opposed to the principle of the Acts that we are surprised that, even if technically right, it is not waived in practice. This, we believe, used to be a frequent method of avoiding harshness in the operation of the Stamp Acts. Even, however, on the construction of section 75 we doubt whether the revenue authorities are right. The Act of 1910 does not shew any intention to alter the principle that a premium is to pay conveyance duty, and this principle should override the apparent effect of the words of section 75; so that the premium duty would be within section 73 and have the benefit of the proviso where the premium is under £500. It certainly seems to be a case where the frame and object of the principal Act should avoid an accidental effect of the literal construction of the subordinate Act.

The Definition of Full Site Value.

A CORRESPONDENT, whose letter we print elsewhere, raises a question as to section 25 (2) of the Finance Act, 1910, which has probably occurred to many who have read that—apparently—awkwardly drafted provision. "Full site value" is defined as the remainder after deducting from gross value the difference between gross value and the value of the land divested of buildings. This, of course, is a roundabout way of defining full site value as the value of the land divested of buildings. Our correspondent, with his algebraical equipment, makes this quite clear, and he naturally suggests that the straightforward definition should have been adopted. This, in fact, was done in the original form of the clause, namely, clause 14 (2) of the Finance Bill as first introduced. That clause spoke only of total value—that is, the market value of the fee simple; and site value—that is, the hypothetical market value of the land divested of buildings. In each case the land was supposed to be sold free from incumbrances, but subject to easements and restrictive covenants. In other words, the site value was arrived at by deducting both in respect of buildings and in respect of easements and covenants. Then at a late stage this comparatively simple scheme of valuation was dropped, and the scheme of the present Act was introduced, a scheme certainly more complex in appearance, though possibly it will prove more convenient to work in practice. It mentions four values—the gross value, in which the land is valued with the buildings and free from easements and covenants; full site value, in which it is valued without the buildings, but again free from easements and covenants; total value, in which it is valued with the buildings, but subject to easements and covenants; and assessable site value, in which it is valued divested of buildings and subject to easements and covenants, and with deduction for various improvement expenses and other matters. That, at least, is the scheme, expressed, we hope, in reasonably clear language. But that is not the way in which the actual values are arrived at. This is done by the method of differences which our correspondent criticizes, and which is used not only for arriving at "full site value" but also for arriving at "total value." Then when "assessable site value" is wanted, this is got by deducting, in the first instance, the difference $(g - d)$ —to use our correspondent's symbols—from total value. It is a little difficult to make the matter clear, save by a concrete example or by an elaborate use of algebraical symbols but we imagine that the reason why sub-section 2 was drafted in its present form was simply to ascertain the difference $(g - d)$ —which is in effect the value of the buildings—in order that this might be ready for use when "assessable site value" came to be

defined in sub-section 4. Except for this object sub-section 2 in its present form would be an absurdity, and whatever its object, our correspondent is quite right in calling it a curiosity. But the whole scheme of valuation is a matter to which we shall frequently have to recur."

The Licences Compensation Charge and Reversionary Leases

THE CORRESPONDENT on whose letter on this subject we commented last week says in a further letter, which we print elsewhere, that we mistook his point. A more careful perusal of his original letter shews that he is quite right, and we owe him an apology. We confined ourselves to pointing out the inevitable nature of the reasoning of the Master of the Rolls in *Llangatlock v. Watney, Combe, Reid, & Co.* (1910, 1 K. B. 236), while our correspondent had carried the matter a step further, and had pointed out that the effect of that case was to enable an intermediate lessee to make a profit out of the compensation charge by deducting from the rent payable by him a larger amount than the occupying tenant could deduct from the rent payable to him. Does the Licensing Act, 1904, allow this absurdity? Under section 3 (3) "such deductions from rent as are set out in the second schedule to this Act may, notwithstanding any agreement to the contrary, be made by any licence-holder who pays a charge under this section, and also by any person from whose rent a deduction is made in respect of the payment of such a charge." The second schedule authorizes the deduction of a percentage of the charge, varying according to the length of the unexpired term. In the case where an intermediate lessee with a present and a reversionary term has underlet for a period equal to the aggregate of both, the under-lessee, who pays the actual charge, will be able to deduct only a small percentage. But when the intermediate lessee makes his deduction, he in turn deducts a percentage of "the charge," not of the deduction made against him; and if his present term is short, this will be a large percentage. Hence arises the profit which our correspondent says that he can make, and we confess that we see as little flaw in his reasoning as in that of the Master of the Rolls on the question of the present and reversionary leases. But the result is to shew a very surprising effect of the Licensing Act. The provisions on this head appear, indeed, to have produced some remarkable arithmetical puzzles. It is possible, however, that in the present case section 3 (3) would be read as impliedly limiting the deduction by an intermediate lessee to the amount deducted as against himself.

The Divorce Commission.

THE ROYAL Commission on the Law of Divorce has resumed its sittings, and the evidence continues to shew divergent views as to the propriety of conferring jurisdiction in divorce on the county courts. Judges AUSTIN (Bristol) and GRANGER (Cornwall) are in favour of the jurisdiction, though the former doubted whether there was any demand for cheap divorce. Judge GRANGER regards the county court judges as better qualified to deal with local divorce cases than judges in London from their greater knowledge of the people. Mr. GRUBBE, the stipendiary magistrate for East Ham, is willing to let the county courts have jurisdiction, saving, however, his own order; that is, he would exclude the county court within the district of any metropolitan or other stipendiary magistrate. But this favours too great a multiplication of authorities. Divorce seems to be a matter rather of civil than police jurisdiction, and if the Divorce Division is not sufficient, the natural assistance is to be found in other civil courts. Mr. GARRETT, one of the metropolitan police magistrates, gave evidence in favour of abolishing separation orders, and, of course, the objection to these is one of the reasons for the present inquiry. But while some county court judges follow the old maxim—*boni iudicis ampliari jurisdictionem*—and are willing to have the jurisdiction conferred on them, they are not unanimous in this respect. Some consider that their duties are already sufficiently multifarious, and one—Judge O'CONNOR (Durham)—in his evidence before the Commission, opposed the jurisdiction on conscientious grounds. That is a reason which deserves respect, at least as regards existing judges, though, if

the jurisdiction was once conferred, any person accepting office would have to consider whether he could perform the duties which the State attaches to it. The fundamental ground of complaint still exists, untouched by any of the evidence—namely, that the State permits divorce by legal process, but confines it, in effect, to the well-to-do classes.

The Maps and Documents at the Board of Agriculture.

THE ANNUAL report of the Board of Agriculture and Fisheries for 1909 of proceedings under the various Acts administered by them reminds the public that not only are facilities afforded at their office, on payment of a small fee, for the inspection of apportionments of tithe rent-charge; certificates of redemption of tithe rent-charge; certificates of capital value of extraordinary tithe rent-charge; awards of inclosure and regulation under the Inclosure Acts, 1845 to 1899; boundary awards; schemes under the Metropolitan Commons Acts, 1866 to 1898; and orders of division of intermixed lands, but that

"the Ordnance Survey maps of Great Britain and Ireland on the scale of one inch to the mile, and those of Great Britain on the scale of six inches to the mile, are available for inspection at this office by the public without charge. Upon the one-inch and six-inch series of these maps the county and parish boundaries are shown, and upon the six-inch scale maps the boundaries of the Parliamentary and of the various Local Government districts are also marked. The Ordnance Survey maps of London on the 25-inch scale, and the maps for portions of that area on the scale of five feet to the mile, are likewise available. The latter comprise such of the five-foot maps as shew the alterations of parish boundaries effected by the Commissioners appointed under the London Government Act, 1899. Facilities are also afforded for the inspection of the latest published maps upon the 25-inch scale, these maps being available on payment of a small fee, provided four clear days' notice is given."

We hardly think that these facilities are generally known.

Tissue Paper Abstracts.

ACCORDING TO Dart's Vendors and Purchasers (vol. 1, 7th ed., p. 341) "an abstract may be written so illegibly, or upon paper of such an inconvenient size or substance, as to justify the purchaser's solicitor or counsel in declining to receive it." One wishes that this right to refuse to receive an inconvenient abstract were more frequently exercised. Abstracts are occasionally typewritten on very thin paper, with the lines close together, leaving no room for additions on examination of the deeds, with the result that these additions are written on the backs of the pages, the writing shews through, and the abstract becomes almost illegible. We are not familiar with the technicalities of typewriting, but it would seem that a paper thinner than the ordinary brief paper facilitates the process. There are, however, papers specially manufactured for typewriting which are of fair substance, and where the abstract is "typed" this paper should be employed and the lines should be comparatively wide apart. In the old days, for the purpose of taxation, an abstract was passed if it contained on an average eight folios per sheet (*Re Walsh*, 12 Beav. 490); we wonder how many folios per sheet the closely-packed typewritten abstract contains.

Asiatics as "White Persons."

ACCORDING TO a cable in the *Times* of the 24th of May, the question as to the meaning of "white person" will shortly be decided in the American federal courts. A Parsee from Bombay succeeded in being admitted to citizenship in the United States on the ground that he was a "free white person," "white" being held to include all Caucasians. It is contended, on the other hand, that "white" must refer to Europeans only. The argument that "white" covers all of Caucasian race, without regard to the actual colour of the skin, is a dangerous one, since ethnologically the Australian aboriginal blacks are believed to belong to the Caucasian race. In some of the South African colonies (soon to be provinces) "white" is a statutory requirement for the right to exercise the franchise, but in the South African Act, 1909, the expression used is "of European descent" with respect to the qualifications of members of the Union Parliament. The expression "European adults" and "European population" also occur in the South African Constitution. Litigation in

South Africa is extremely probable as the result of these attempts to frame statutory definitions based on racial differences.

The Coming North American Fisheries Arbitration.

THE *Times* of May 24th gives a useful summary of the five points to be settled between Great Britain and the United States with respect to the dispute over the Newfoundland fisheries. The questions at issue turn on the interpretation of the Treaty of 1818 between the two countries. Still further summarized, the five points are these: (1) The United States claim that "inhabitants of the United States" means anyone employed by the inhabitants of the United States. (2) The United States claim to be free from payment of light dues, &c. (3) Great Britain claims the sole right to make laws and regulations governing the fisheries. The United States claim that these laws and regulations must be jointly made by both countries. (4) American vessels claim the right to enter Canadian and Newfoundland waters without entering or clearing at the Customs. (5) Great Britain claims that Americans have no right to fish in Newfoundland "bays, harbours, and creeks."

The Inscription on King Edward's Coffin.

ATTENTION has already been drawn in the daily press to the mistake made in the inscription on the coffin of King EDWARD—"regique sui IX." To lawyers who are already beginning to be familiar with the latest Finance Act as "10 Ed. 7" the mistake seems rather a bad one. One speaks indifferently of a man being sixty-eight years old, or in his sixty-ninth year, and of course King EDWARD's reign was for nine years and a fraction of a year. But the fact that "regique sui IX." is immediately preceded by "*etatis sue LXIX.*" makes it impossible to regard the "IX." as anything but a blunder of a rather singular description.

Australia and the Demise of the Crown.

WITH REFERENCE to our remarks in last week's issue on the subject of Australia as affected juridically by the demise of the Crown, a cablegram appeared in the *Morning Post* of the 21st of May to the effect that the Federal law officers of the Crown are now considering the question whether the Commonwealth Parliament recently elected is validly constituted without fresh elections being held.

The Effect of Winding-up on Covenants in Restraint of Competitive Trading.

THE recent decision of the Court of Appeal (COZENS-HARDY, M.R., and KENNEDY, L.J., BUCKLEY, L.J., *diss.*) in *Measures Bros. (Limited) v. Measures* (*ante*, p. 521) deals with a question which has hitherto been doubtful, and which is of great importance to vendors to companies. A vendor sells his business or an invention to a company and enters into an agreement under which he is to serve the company, and, in the case of a business, is restricted from competing with the company, or, in the case of an invention, is bound to give to the company the benefit of all improvements in the invention, and also of new inventions of a similar kind. If the company is successful, the arrangement operates in accordance with the intention of the parties. The vendor obtains the advantage of employment by the company, and the company obtains the full benefit of the property which it has purchased. If, however, the company is unsuccessful and goes into liquidation, the vendor is left in an unfortunate position if he ceases to derive any profit from the company and is at the same time bound by the covenants into which he has entered, so that he cannot carry on business on his own account, or cannot make use of his inventive faculties. In *Measures Bros. (Limited) v. Measures* (*supra*) the majority of the Court of Appeal have held that, in the case of a business, this result does not follow, and that the termination of the employment of the vendor by the liquidation of the company

releases the vendor from his restrictive covenant; and the same principle seems to govern the case of the sale of an invention.

We have referred to the defendant in the above case as a vendor to the company, and in general, where the decision is applicable, this will be the relation of the parties; and presumably the defendant was a vendor to the company which was the predecessor of the plaintiff company; but in fact the plaintiff company was formed in 1899 for the purpose of acquiring the business of iron-founders and engineers formerly carried on by a company of the same name. An agreement of service was entered into between the new company and the defendant upon its incorporation, but this had been replaced by another dated the 14th of July, 1903. By the latter agreement the defendant was entitled and bound to hold office for seven years from the 26th of June, 1903, at a salary of £1,000, and a share of profits, and he entered into a covenant against carrying on the business of an engineer or iron-founder while he held office as a director, or within seven years after ceasing to hold office. On the 20th of April, 1909, a receiver was appointed in a debenture-holders' action, and in October, 1909, an order was made for the compulsory winding up of the company. Thereupon the defendant started in business as an engineer and iron-founder, and the receiver, under the direction of the court, commenced the present action to restrain him for seven years from October, 1909, from carrying on business in breach of the agreement of the 14th of July, 1903.

Under the above circumstances it appears that there were obligations under the agreement on both sides; the company on their side was bound to employ the defendant and to pay him the agreed remuneration, and the defendant on his side was bound to serve the company and to observe the restrictive covenant. In consequence of the winding up, the company had ceased to perform their obligations; the question, therefore, was whether the defendant was or was not released from his obligations; that is, from the restrictive covenant, for, of course, the service under the company was at an end. There is frequently a difficulty in cases of this kind in determining whether the covenants on either side are mutually dependent, in which case neither party can sue without alleging that he has performed, or is willing to perform, those on his side; or whether they are independent, so that the one party can sue without this allegation. In general, where the covenants on either side form the entire consideration for each other, they are mutually dependent, and a breach on one side releases the other side; but this is not so if one side has performed a substantial part of what he has undertaken, and he can then sue without alleging performance of the rest: see rules 3 and 4 of the rules in the notes to *Portage v. Cole*, recently restated in the "*Laws of England*," vol. X., p. 493, title "Deeds and Other Instruments."

But an interesting variation of this result occurred in *General Billposting Co. v. Atkinson* (1909, A. C. 18), a case somewhat similar to the present. There a servant who had been engaged at a salary entered into a covenant in restraint of trading after the termination of the engagement. The obligations on either side were thus the same as in *Measures* case—on the part of the company, to employ and pay the salary; on the part of the servant, to serve and not to compete. The servant was wrongfully dismissed, and it was held that he was not bound by the restrictive covenant. It will be seen that part of the covenants had been performed on each side; the servant had been employed and paid, and he had served, up to the time of dismissal. But this partial performance did not entitle the company to sue on the restrictive covenant as an independent covenant. They were still bound to employ the servant, and their wrongful refusal to do so debarred them from enforcing the restrictive covenant. In fact the salary and service up to dismissal were equivalent, and this left the agreement to employ and the restrictive covenant mutually dependent. Such at least seems to be the explanation of the case according to the rules as to dependent and independent covenants, though Lord COLLINS in his judgment, in which Lord HALSBURY concurred, put the result on a broader ground. The company by their wrongful dismissal of the servant had shewn an intention not to be bound by the contract on their side, and had therefore released him from the obligation on his side.

In *Measures* case (*supra*) there was the distinction that the term-

ination of the employment had been brought about by the liquidation of the company and not by wrongful dismissal, and hence the reason assigned by Lord COLLINS did not apply; but as COZENS-HARDY, M.R., pointed out, it is not necessary that the breach of contract by the company should be intentional in order to debar them from enforcing in their own favour the restrictive covenant. At the time of the winding up there were mutual obligations, on the part of the company to employ the defendant, on the part of the defendant not to compete in business. The company had broken their contract by an act brought about by their own default—namely, the omission to pay their debts—and they could not enforce the defendant's covenant. He also based the result, as JOYCE, J. (whose decision was affirmed), had done, on the consideration that it would be inequitable under the circumstances to enforce the restrictive covenant. BUCKLEY, L.J., took a different view of the winding up, and held that, since the winding-up order was an act *in invitum* it was not equivalent to the wrongful dismissal in *General Billposting Co. v. Atkinson* (*supra*). But even so, it does not follow that the covenants remaining at the date of the winding up were independent. As explained above, they were then mutually dependent—the obligation to employ on one side, and the obligation not to compete on the other—and since the company could not perform their own obligation, they could not enforce the restrictive covenant. This may be a technical way of putting the matter, but it seems to produce a proper result. The director or servant does not in fact get what he bargained for, and it is not fair, therefore, to tie him to what he himself undertook.

The Royal Clemency.

ONE feature of the beginning of the new reign is an extensive remission of sentences now being served by persons in prison. Juridically, remission of a sentence of punishment in whole or in part stands on the same footing as a pardon. The custom of pardoning offenders, or remitting their sentences, on the occasion of a sovereign's accession or coronation, is, of course, a survival from the days of pre-constitutional monarchy, when the prerogative of mercy belonged to the king in a more real and complete sense than it does now. In former days complete pardons and total remissions of sentences were more usual than they are now. Among the long lists of remissions of sentence published in the daily press, the only offenders that are actually to be pardoned *eo nomine* seem to be deserters, though in several instances where only a short term of imprisonment remains to be served the residue has been altogether remitted.

The power of pardoning and remitting sentences is still said to be the special prerogative of the Crown. But the prerogative has been trenched upon both by statute and custom. One well-known statute—the Habeas Corpus Act, 1679—expressly enacts, by section 11, that all persons who cause any of the king's subjects to be imprisoned beyond the realm shall incur the pains and penalties of the Statute of Præmunire of Richard II., "and be incapable of any pardon from the king, his heirs or successors." Sometimes the prerogative of mercy is expressly preserved to the Crown by statute, and this was done as recently as 1907, in section 19 of the Criminal Appeal Act, 1907. Occasionally the prerogative has itself been exercised by statute, as was done in 1721 by 7 Geo. 1, c. 29, "An Act for the King's most gracious, general, and free pardon," when a general pardon was granted for all crimes committed before the 24th of July, 1721, excepting only those persons who were then in the service of the Pretender. It is also customary for the Crown not to remit a sentence in certain cases of contempt of court. In *Seaward v. Paterson* (1897, 1 Ch., at p. 559), RIGBY, L.J., after pointing out that the prerogative extended, in cases of contempt, to the remission of sentences of a punitive character, went on to say: "It is the practice of the representative of the Crown, the Secretary of State for the time being, not to interfere in the other branch of cases of committal for contempt, when the contempt consists in refusing to do that which is right to a party litigant."

The prerogative of mercy, thus restricted, is always exercised on the advice of the Home Secretary in England, or the

Secretary for Scotland in Scottish cases, whilst in Ireland the Lord Lieutenant gives effect to the king's wish by granting the desired remission of sentences—that, at any rate, has been the course pursued recently. There are also many other cases where the great State Departments directly give effect to the king's wishes. The Board of Admiralty does this in the case of the navy, and the army authorities deal directly with their own cases. The king's clemency has also been indirectly extended to seamen of the mercantile marine, whose discharge certificates were being withheld for failure to join a ship after signing articles of agreement. The Board of Trade have allowed these men to receive their discharge certificates. The pardons to deserters from the army will be granted under regulations which have yet to be published.

All these matters relate to the United Kingdom only, from a practical point of view. The Home Government abstains from interfering with any of the oversea dominions, with one exception. That exception is British India. The King-Emperor, on the advice of the Secretary of State for India, has granted remission of sentences "on such scale as may be notified in this behalf by the Governor-General in Council" to prisoners who on the 23rd of May had still to serve more than a month of their sentences.

With respect to the oversea dominions other than India, whether Crown colonies or self-governing, the power of granting pardons is delegated by the Crown to the Governor, the authority to act being contained either in the formal commission or in the instructions accompanying it. The question of the authority of the Governor of a Crown colony to remit sentences under his commission came before the Privy Council in *Re Bahama Islands* (1893, A.C. 138). In some instructions issued in the first half of Queen VICTORIA's reign, even in the case of self-governing colonies, limitations as to amount were placed on the Governor's power to remit fines and penalties. In some instances, even of more recent date, pardons in capital cases can only be granted on the advice of the Executive Council, whilst in cases of less importance the advice of a single Minister is sufficient. On comparing the instructions and commission issued to the Governor of New South Wales in 1855 with the instructions of 1900 to the Governor-General of Australia, it would appear that some doubt was felt by the home authorities as to the power given in 1855 covering the case of accomplices, for in 1900 special authority (not mentioned in the 1855 instructions) was conferred on the Governor-General of Australia "to grant a pardon to any accomplice in such crime or offence who shall give such information as shall lead to the conviction of the principal offender."

With respect to limitations of the royal prerogative of mercy by statutory enactment, it is clear that the intention must be plainly expressed in the statute and will not be readily held to exist merely by implication. This seems to follow from the analogous rule as to the prerogative right of allowing appeals from oversea courts. The enactment that the decision of a court from which an appeal ordinarily lies to the King in Council is to be final will not necessarily exclude a litigant from the privilege of appealing by special leave of the Privy Council: *Re Wi Malud's Will* (1908, A.C. 448).

Day in Court.

AN interesting and amusing book has reached us from the other side of the Atlantic.* It is, on the authority of its prefatory note, in no sense a law book. Nor is it, as its somewhat telegraphic title might suggest to English ears, an account of the forensic and judicial career of the late Mr. Justice DAY. Its professed purpose is "to give the general reader, and young men who desire to become successful advocates, some practical knowledge of the arts of great advocates in eliciting the truth; to indicate also the methods by which they charm and convince both court and jury, and win them over to their side of the controversy." The idea of such a work is, of course, by no means new: it has inspired many similar attempts, ranging in varied gradation from the standard Hortensius, wherein in the learned WILLIAM FORSYTH, LL.D., Q.C., and M.P., some sixty

* Day in Court; or, the Subtle Arts of Great Advocates. By Francis L. Weiman, of the New York Bar. New York: The Macmillan Company.

years ago, sought to "present in a popular form an historical sketch of the office and functions of an advocate" (a work from which, indeed, the author of *Day in Court* makes various almost *verbatim* extracts) down to the less serious publications, prepared to suit modern taste, and too often in the form of the rambling egotistical recollections of someone, who, having now no practice of his own, is anxious to advise other people how to acquire one for themselves, or of cheap handbooks which, under the form of "Hints" and "Rules," profess to at least save young practitioners from the conventional pitfalls of their profession.

The author of "*Day in Court*" is, as might be guessed from his choice of a title for his work, an American. He is also a member of the New York Bar, and it is to be remembered that the legal profession in America is not, as in England, divided into two distinct branches of barrister and solicitor. This may account for the author's inability to realize the English position, and for some statements which will sound strange to English ears—*e.g.*, that, while fifty leaders devote their time exclusively to the Chancery Courts, only about twenty-five are now in active practice in the King's Bench Division (which is curiously described as the City of London); and that junior barristers cannot practise in the higher courts without a leader. In America all practitioners of the law would appear to be styled lawyers, and to be divided into "advocate lawyers" and "office lawyers"; it is with the work of the former that "*Day in Court*" is concerned. The "young man who thinks of entering the legal profession" is advised to consider himself carefully from the point of view of his physical and mental endowments and his educational qualifications, and, for such as survive the despair thus engendered, consolation is provided in the form of a chapter on Opportunity and Rewards, where it is stated that, in the author's opinion, there is no opportunity in any city in the world in any profession compared to that open to young advocates in the City of New York at the present time. It appears to be thought that the proverbial self-confidence of the law student will prevail over all solemn warnings as to the essential qualifications for his success, for the author proceeds to place at the reader's disposal some lessons derived from years of patient toil and a record of fifteen thousand witnesses examined. The position of advocate lawyer requires that he should himself see the actual litigant, go through his papers, and hear his story, with the pleasing consciousness of a *locus penitentie* for his reputation and pocket, if, after all, he should decline to take up the case; and a striking illustration is quoted of the difficulty of obtaining full and accurate evidence, even under the most favourable circumstances:—

"About two years ago there was a meeting of a scientific association in Göttingen, made up of jurists, psychologists, and physicians—men all well trained in careful observation. Suddenly a clown, in highly-coloured costume, rushes into the midst of this meeting. He is followed by a negro, with a revolver in his hand. In the middle of the hall first one and then the other shouts wild phrases. One falls to the ground, and the other on him. Then a pistol shot is heard, and suddenly both are out of the room. All present were taken by surprise, and yet every word and action had been secretly planned and rehearsed beforehand, and photographs had been taken of the whole scene. Everyone present was then asked to write down his individual memory of what he had seen. Of forty reports handed in, twelve omitted from 40 per cent. to 50 per cent. of what had taken place, and there were only six among the forty that did not contain positively wrong statements."

It is curious to hear that, before the trial actually begins, perhaps the most important part of an American advocate's whole work is the selection of the jury, which is defined as "one of the fine arts of trial work." Many pages are devoted to the principles of this art, and no one need wonder that it sometimes takes longer in America to select the jury than it does to try the case. There is apparently little or no presumption of a juror's honesty in New York. Challenges are most freely allowed, and grounds for them are suggested, not only in a would-be juror's occupation or religion, but in his facial expression, the way he folds his coat or walks into the jury box, or even in "a sort of feeling that you and I could not get on." An instance is given of how little the best of advocates know about jurors, however close attention is paid to them.

"Some years ago WILLIAM M. EVARTS had been retained by the Government to prosecute in the ribbon fraud cases. After a long trial, the jury having been out all night, EVARTS learned from a court officer that the jury were going to announce their inability to agree, and stood eleven to one. At the opening of court the jury was seated, and EVARTS rose and said that this was a very important case for the Government; that he was informed the jury had disagreed and stood eleven to one; that it was a case where all the importers of ribbons in the city were interested, and it was evident that the jury had been tampered with, and that the defendants had succeeded in reaching one juror, and he thought it was the duty of the court to make inquiries of the jury before dismissing them, and ascertain the name and address of the delinquent juror. With this the foreman of the jury arose and said, "If your Honour please, I was the delinquent jurymen; I held out all night for a verdict of conviction, but the other eleven men wanted to acquit."

As another illustration of American jury practice, it is stated that it is (or was) a simple matter to get into a private office in New York where "because of the peculiar construction of the large court-house windows, it was possible to hear the deliberations of the jury in the room above."

Chapters follow on Opening to the Jury, Art in Direct Examination and Cross-examination, Handling Discrediting Documents, and Summing Up; and it is stated, with manifest regret, that it is now evidence rather than eloquence that prevails with modern juries. Specimens, however, of American eloquence are given, with reference especially to the inevitable LINCOLN (that "King Charles' Head" of all American teachers and preachers), and to RUFUS CHOATE, "the Ruler of the Twelve," "the Wizard of the Court Room." An English counsel could hardly be advised to model his address to a jury in a criminal case on the extraordinary outburst attributed on pages 252 to 254 to one ANTHONY McREYNOLDS in 1873, although it has been "considered by many good judges to be a gem in English literature, sublime in sentiment, eloquent in heart thoughts, grand in its simplicity."

A reader of this book, if quite unfamiliar with the actual work-a-day life of a law court and its practitioners, might be led to think that only those of transcendent mental and moral qualities can ever hope to succeed as advocates; and it is natural that the writer of the book, in a retrospect taken from the calm eminence of a well-earned lectureship, should seek, notwithstanding the protestation of his preface, to "magnify his office." The average man, however, whether student or practitioner, will probably console himself with the reflection that a very considerable number of quite ordinary men of his own calibre, are remarkably successful as advocates; and, while grateful to any who can advise him how to look out for dangers on the road, will consider that he has to get along on his own feet and must not follow too slavishly in the steps of an earlier generation. Only Ulysses can bend Ulysses' bow, and it may be doubted whether even those who are willing to ascertain from others the art or arts of advocacy, can learn much from books, or otherwise than from living examples and practice. Some may even, after a quite short experience, at least in certain branches of their work, venture to question the author's *dictum*, stated as an invariable axiom, that "Facts are always the foundation of arguments."

Human nature in the witness-box is probably, with an allowance for countries where lying is to be anticipated, much the same all the world over, and this book may be read with advantage by anyone who is desirous to see how verdicts are arrived at. The writer speaks evidently from a large actual experience of his own, and, if he is somewhat too ready to treat his own theories as of universal application, he has probably found them generally successful in practice. He thoroughly understands his subject from his own point of view, and there is much in the book which may help both lawyer and laymen in their conflict of wits, and thus incidentally sometimes lead to the ascertainment of the real facts of a case.

Reviews.

Annotated Statutes.

BUTTERWORTHS' TWENTIETH CENTURY STATUTES, ANNOTATED. FIVE VOLUMES. Under the General Editorship of H. H. KING, B.A., LL.B., Barrister-at-Law. Butterworth & Co.

This is an annotated edition of the statutes for the past ten years, in five volumes of from 600 to 700 pages each. Only public general Acts are included, and Acts in force only in Scotland, the Channel Islands, and the Isle of Man are excluded. Repealed Acts are not printed, but enactments re-enacted are referred to in the notes, and enactments embodied by reference are quoted *in extenso* in the notes. The arrangement is not chronological, but alphabetical, after the manner of a digest or encyclopædia. Each volume has a table of statutes referred to in the notes, a table of cases, and an index. Many of the titles are merely cross-references to the substantive titles under which the statutes are printed. There are also a good many "negative" titles, as they may perhaps be called; that is, titles which have no contents at all. These are printed in a distinctive type. Thus, "Action" has under it only the words—in brackets—"No statutes of 1900-1909 are within the scope of this title." And so with all "negative" titles.

The alphabetical arrangement has several advantages. It brings together statutes on the same subject, not chronologically contiguous, and it occasionally affords real help to the reader who wants to know what statutes there are, in the period covered, upon a particular subject. Thus, under "Constitutional Law," we find the Civil List Act, 1901, the Osborne Estate Act, 1902, and the Board of Trade Act, 1903. Under "Dependencies and Colonies" are placed such Acts as the Commonwealth of Australia Constitution Act, the British North America Act, 1907, and the South Africa Act, 1909. To each

title is prefixed a list of the statutes printed under it, and an abstract, section by section, of each statute. The notes appear to be sufficient and relevant. Even the South Africa Act, 1909, has been annotated more fully than might have been expected, for references are given to, and quotations printed from, decisions in the South African courts, as, for instance, under section 26 (vol. 1, p. 495) with respect to "European descent" as a qualification for a senator.

Vol. 1 contains the titles from "Abstract of Title" to "Ecclesiastical Law," included in which is the Companies (Consolidation) Act, 1908. Vol. 2 has "Education" to "I.O.U." Amongst these may be noticed "Husband and Wife," comprising ten Acts relating to marriage and married women. "Insurance" comprises the Marine Insurance Act, 1906. "International Law" has only one Act—the Anglo-French Convention Act, 1904; and with respect to this title cross-references might well have been made to "Master and Servant" and "Extradition," both of which titles contain Acts relating to private international law. Vol. 3 has half of its pages devoted to "Ireland," and ends with "Post Office Bonds." "Master and Servant" comprises the Workmen's Compensation Acts, and "Poor Law" covers the Old Age Pensions Act, 1908. Vol. 4 ("Post Office" to "Roman Catholics") extends over "Real Property" and "Revenue." With respect to "Real Property," it is of some interest to note that it covers only one Act—the Land Charges Act, 1900. "Revenue" has the various Finance Acts. By a mere coincidence Vol. 5 extends from "Royal Forces" to "Yeomanry." In the former title is a useful print of the Army Act, 1881, as amended in each of the successive years since its enactment.

A mistake has been made in inserting "Uses and Trusts" and referring to "Real Property and Chattels Real," for there is no such title as the latter, and, as already stated, "Real Property" has only one Act, relating to land charges. The Port of London Act, 1908, comes in under "Waters and Watercourses." The fact that they comprise almost the whole of the legislation of the reign of Edward VII. gives the volumes additional interest.

It is stated in the publishers' announcement that a volume will in future be issued each year. If the work is to continue to be as useful as it promises, it will be absolutely necessary to bring out a consolidated edition every five or ten years. The general usefulness of the volumes will also be increased if references are made to other text-books than "Halsbury, Laws of England," solely.

Banking Law.

A TREATISE ON THE LAW RELATING TO BANKERS AND BANKING COMPANIES, INCLUDING NOTES AND CASES DECIDED IN THE CANADIAN COURTS, AND AN APPENDIX CONTAINING THE MOST IMPORTANT ENGLISH AND CANADIAN STATUTES IN FORCE RELATING THERETO. By the late JAMES GRANT. SIXTH EDITION. By A. M. LANGDON, K.C., M.A., B.C.L., and HERBERT JACOBS, B.A., assisted by A. C. FORSTER BOULTON. WITH A CHAPTER ON GOODS AND DOCUMENTS OF TITLE TO GOODS by DAVID C. LECK; CANADIAN NOTES by A. C. FORSTER-BOULTON. Butterworth & Co.

While the comparatively modest, but excellent, work on banking by the late Mr. James Grant, the fifth edition of which was published in 1897, is nominally the ground-work of this sixth edition, the editors assure us, as is obviously the fact, that the present is in substance a new text-book on the law of banking, and we think that the editors have done themselves something less than justice in retaining the old title, and to some extent denying themselves the credit which is justly theirs. We have read this rather bulky book through, and we believe with care and profit, and do not hesitate to say that it is as complete and accurate as it is possible for any such book to be. It would be invidious, as it is unnecessary, to compare the work with other excellent works that have already made a deserved reputation, but we may at least say that in our view there is none better. We have tested difficult points and have found the conclusions in our opinion sound, and where a doubt has been thrown on decisions, this has been done firmly and with good cause. It is a considerable feature of the book that it contains full notes of Canadian cases to the number of about three hundred, as well as the text of the Canadian Bank Act (53 Vict. c. 31).

It is an ungracious task to make criticisms on so good a book, and we only care to do so as we are treating the work as substantially a new one, and with the expectation of a seventh edition appearing before much water flows under London Bridge. It is said on p. 43 that the practice of marking cheques by a banker at the instance of his customer does not appear to be common in England. To this we do not agree, believing that it is quite usual where (*e.g.*) a customer desires to move his securities which are subject to lien from one bank to another and has not cash in his hands to pay off the lien. Marking a cheque is doubtless not equivalent to acceptance by the banker, but it must be equally certain that the banker would be bound to honour the cheque on the ground of estoppel if anyone dealt with his client on the faith of the marking and were thereby damaged.

The case of *Young v. Grote* (1827, 4 Bing. 253) (p. 15) and the cases following it have long formed a bone of contention among lawyers, and the most thorough discussion, which might have been referred to, is to be found in the Law Quarterly Review (1907), vol. 23, p. 390, containing strictures by Mr. Beven on the *Colonial Bank of Australasia v. Marshall* (1906, A. C. 559), which appears irreconcilable with previous decisions. Damages for the dishonour of a cheque abroad cannot be recovered in England, where no criminal or civil process or remedy exists in the country where the cheque was dishonoured, a proposition illustrated by *Machado v. Fontes* (1897, 2 Q. B. 231), a case which should have been noted (p. 84); and so perhaps should *Isalek v. Pitcher* (1909, 25 T. L. R. 497), which turned on whether a particular document was a promissory note (p. 117). On p. 180, *Stewart v. Stewart* (1891, 27 L. T. R. 352) should have followed *Moss v. Salt*, and on p. 208 it is now proper to add *Craster v. Thomas* (1909, 2 Ch. 348) on the question of letters of administration fraudulently obtained. *Moore v. Darton* (1851, 4 De G. & Sm. 517) was doubted by Joyce, J., in *Re Kirkley* (1909, 25 T. L. R. 522). In dealing with offences against the Forgery Act it would have made the subject more complete to have shown that the statute applies to foreign securities, and if the cases on that point had been quoted on pp. 176 or 399. The first part of note 75*a* should, we think, be on p. 309. When discussing the registration of shares in the names of executors, reference should be added to *Re Saunders* (1908, 1 Ch. 415). In dealing with the question of negotiability by estoppel it would have been convenient to explain the position of American shares with the usual endorsement for execution by the person in whose name they stand, as these constitute the most important class of all.

In closing, we may say again that in a matter so intricate as the law of banking, embracing as it does so many complex subjects, it is not in human nature to avoid some slips. Our astonishment rather is that there are so few. We have only to say in addition that, while for most purposes the index is sufficient, we should have preferred one more minute.

The Law of Land Values.

THE LAW RELATING TO THE DUTIES ON LAND VALUES AND MINERAL RIGHTS, AND TO THE VALUATION OF THE SAME; BEING PART I. OF THE FINANCE (1909-1910) ACT, 1910, WITH THE INCORPORATED ENACTMENTS, FULL EXPLANATORY NOTES, AND A PRACTICAL INTRODUCTION. By E. M. KONSTAM, Barrister-at-Law. Butterworth & Co.

The author's preface does not err in the direction of depreciation of his work, and he is certainly entitled to claim credit for a considerable elucidation of an extremely complex Act. His arrangement of matter is convenient and helpful. In his introduction, he, first of all, deals separately with each of the four new duties, treating practically, and without detail, its general characteristics. He then similarly expounds the "general exemptions" from the duties, and in chapters 7 and 8 deals in like manner with the "Terms and Principles of Valuation" and the "Machinery of Valuation," and in chapter 9 with Objections and Appeals; subsequent chapters relating to the returns to be furnished, rules and regulations to be made by the Commissioners, and agricultural land. Then follow the sections of the Act, with notes appended; and where these notes are voluminous, a useful feature is added in the shape of "Contents of Notes to Section," giving the headings of the paragraphs in the note, and the page at which each is to be found. The extent to which this annotation is carried may be judged from the fact that the sections and notes (in small type) relative to Increment Value Duty extend to over sixty pages.

The notes are usually practical and helpful. They contain numerous cross-references to other provisions of the Act, and references to analogous provisions in other Acts, and to the decisions thereon. For instance, as to the important expression, "Transfer on Sale," which is nowhere defined in the Act, the author cites the definition of the expression "Conveyance on Sale" contained in the Stamp Act, 1891, and refers to numerous cases on the meaning of sale and transfer; and he concludes that, although the question is one of great difficulty, "the consideration which has, in any of the cases now to be cited, been held sufficient to bring the transaction there dealt with within the purview of the Stamp Acts, will be sufficient to make a similar transaction a 'transfer on sale' within the meaning of the present Act, even where the consideration does not consist of, or comprise, a payment in actual money." The note then proceeds to consider seriatim various kinds of transfer with a view to the question whether they are included in the expression "transfer on sale" in the recent Act.

It would be impossible within our limits of space to discuss the notes on other parts of the Act or the opinions expressed by the author, but we may say generally that we find in every part of the work we have examined great anxiety to help the reader to a right understanding of the provisions of the Act.

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Students' Cases.

STUDENTS' CASES, ILLUSTRATIVE OF ALL BRANCHES OF THE LAW. By PHILIP B. PETRIDES, Barrister-at-Law. Stevens & Sons (Limited).

This is a volume of some 400 pages, and is issued as No. 1 of what is apparently intended to be a regular series of Students' Manuals under the general editorship of Mr. Bertram Jacobs. The contemplated new series should be successful if all the manuals come up to the standard of the first. The scheme of the present book is certainly novel and likely to be appreciated as useful. The scheme consists in printing a short summary of each of the 415 cases. First a concise statement of the principle decided is given in a distinctive type; then comes the name of the case, with references to all reports of it; next the relevant facts are very shortly stated; and lastly the actual decision of the court is summarized, sometimes very shortly but always at greater length than the brief headnote. Occasionally a note is added, but notes to the cases do not form an integral part of the scheme. A table of contents gives the names of all the cases in their order as printed, and there is also a separate table of the cases in alphabetical order. A general index is added. Divisions in the book are constituted by arranging all cases under the branch of law to which they belong, and these divisions are: Contracts, Torts, Real Property and Conveyancing, Equity, Probate, Company, Bankruptcy, Divorce, Admiralty, Procedure, Criminal Law, Evidence. There are also subdivisions, such as (under Contract): Offer and Acceptance, Form, Consideration, Capacity of Parties, &c. The cases appear to be well chosen and correctly stated. The oldest well-known "leading" cases are here—such as *Spencer's case*—and such recent cases as *Yonge v. Toynbee* (printed as an addendum) by which *Snout v. Ilbery* was in effect overruled. Among the Real Property and Conveyancing cases we notice *Re Ethel and Mitchell's Contract* (as to "in fee simple") and *Re Tringham's Trusts* (as to words of limitation not always being necessary for the conveyance of an equitable fee simple). Both these cases are so stated as to be readily appreciated and assimilated by learners. On looking through the cases under "Company" there appears to be no case referring to the issue of shares at a discount. It is, no doubt, difficult to draw the line between illustrating too few and too many important points in any one branch of law. We think Mr. Petrides and Mr. Jacobs are to be congratulated on the scheme of the book and the way in which it has been carried out.

Records.

THE RECORD INTERPRETER. By CHARLES TRICE MARTIN, late Assistant Keeper of the Public Records. SECOND EDITION. London: Stevens & Sons (Limited).

This is (as stated on the title-page) a collection of abbreviations, and Latin words and names used in English historical manuscripts and records. The present edition is an amplification of the appendix to the ninth edition of Wright's Court Hand Restored, published in 1879. Lists of abbreviations such as are given here are, of course, absolutely indispensable to persons who have to work at deciphering and copying mediæval manuscripts. Besides this, many of the contractions here given are to be found in printed books of the sixteenth and seventeenth centuries, as most lawyers and historical students know to their cost. These printed contractions are explained in the preface. What is of considerable interest in a more general way is the "glossary of Latin words found in records and other English manuscripts but not occurring in classical authors." There are also lists of Latin names of places, and Latin forms of English surnames. It is not uncommon to find the ordinary Latin dictionaries wanting when some mediæval word is wanted, and probably Mr. Martin's line of division was intended to run between words found in ordinary Latin dictionaries and words not so found. He has, however, used the expression "not occurring in classical authors," and has introduced some words which certainly are to be found in most Latin dictionaries. Most words, for instance, in the *Corpus Juris Civilis* are dictionary words in this sense, and "dealbare" and "acceptilatio" are instances in point. It seems, therefore, unnecessary to have included such words as these in the glossary. The lists of Latin words and names are, however, extremely interesting to read over. How many people would recognize "Ethelburga" as the Latin equivalent of "Aubrey"?

Quiet Enjoyment.

THE LAW OF QUIET ENJOYMENT AND TITLE IN RESPECT OF LANDLORD AND TENANT. By EDGAR A. SWAN, B.A., Barrister-at-Law. Sweet & Maxwell (Limited).

The law relating to express and implied covenants for quiet enjoyment has been frequently before the courts during recent years, and has produced some well-known differences of opinion; in particular

the difference shewn in *Baynes & Co. v. Lloyd* (1895, 2 Q. B. 610) and *Budd-Scott v. Daniel* (1902, 2 K. B. 351), as to whether a covenant for quiet enjoyment is implied from a mere letting or only from the use of the word "demise." In the former case it was intimated in the Court of Appeal that the word "demise" was necessary; in the latter case the Divisional Court followed the earlier authorities and held that the mere letting was sufficient. This is one of the points discussed in the present work, but the author does not appear to bring out the effect of the authorities very clearly, and although at p. 22 he refers to the recent case of *Markham v. Paget* (1908, 1 Ch. 697) as containing a full discussion of the authorities, he omits to state which way SWINFEN EADY, J., there decided. His decision was, in fact, an important confirmation of the doctrine that the covenant is implied from the word "let." While, however, the book would be improved by a more careful arrangement and statement of the law, it appears to cover the subject with which it deals, and it forms a guide to the numerous places in the books where the subject has been dealt with.

Husband and Wife.

THE LAW OF HUSBAND AND WIFE WITHIN THE JURISDICTION OF THE KING'S BENCH AND CHANCERY DIVISIONS. By MONTAGUE LUSH, K.C. THIRD EDITION. By WALTER HUSSEY GRIFFITH, Barrister-at-Law. Stevens & Sons (Limited).

This book has won its way as a careful and complete exposition of the branch of law to which it relates, and we think that the present edition will keep up its reputation. The editor has had to incorporate three Acts of Parliament and a mass of decisions, and so far as our investigations have gone, he has done this with neatness and accuracy. If we have a complaint to make, it is with regard to the tendency of the original work to diffuseness, and it might here and there with advantage be cut down. For instance, in the portion (p. 302) relating to the removal of the restraint on anticipation under section 39 of the Conveyancing Act, 1881, the circumstances under which it will be removed—or, more strictly, the interest of the married woman may be bound—might well be tabulated.

The book, however, is admirably complete, and collects the cases from all the series of reports and the *Weekly Notes*. For instance on the question whether the restraint will be removed by the court, if the husband's death is presumed by law—as to which we were not aware of any decision—reference is made to a case of *Martano v. Martano* (W. N. 1873, p. 244). The chapter on Agreements for Separation is an excellent example of the thorough way in which each branch of the subject is discussed, both historically and with regard to the existing law. The value of the present edition is enhanced by a good index.

Conveyancing.

INDERMAUR AND THWAITES' PRINCIPLES AND PRACTICE IN MATTERS OF, AND APPERTAINING TO, CONVEYANCING. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. THIRD EDITION. By CHARLES THWAITES, Solicitor. Geo. Barber, Office of the "Law Students' Journal."

The earlier part of this work—the first eight chapters—deals with the theoretical side of conveyancing; that is, with the various estates and interests in property, and the modes of alienation. The remainder of the book explains the practical side—the title to be shewn upon dealings with property, the mode in which a purchase is completed, and matters incident to leases, mortgages, settlements, and wills. Throughout, the law is stated and explained in a manner suitable for students, and the selection of authorities is judicious and includes many cases of recent date. Thus in the discussion of the rule against double possibilities reference is made to *Re Nash, Cook v. Frederick* (1910, 1 Ch. 1), in which it has been held that the rule applies to equitable as well as to legal limitations. In informal contracts for the sale of land it is frequently a question whether the contract is already binding, or whether it is not to be binding until a formal contract has been prepared and executed. The cases on this point are conveniently collected and stated at pp. 290, 291; and the student will find at p. 295 a useful statement as to the precautions to be adopted by a purchaser as regards insurance. At p. 460 the paragraph on mortgages of shares might perhaps be amplified so as to shew why a blank transfer can only be used where the shares do not require to be transferred by deed, but the reference in the notes to *Powell v. London and Provincial Bank* (1893, 2 Ch. 555) furnishes the student with the necessary clue if he chooses to follow it up. Chapters on Registration in register counties and under the Land Transfer Acts, 1875 and 1897, and on Stamps, Death Duties, and Costs, bring this very useful guide to conveyancing to a close.

Debentures.

THE DEBENTURES AND DEBENTURE STOCK OF TRADING AND OTHER COMPANIES. WITH FORMS, INCLUDING FORMS OF PROCEEDINGS TO ENFORCE SECURITIES. By EDWARD MANSON, Barrister-at-Law. SECOND EDITION. Butterworth & Co.

The law of debentures forms one of the most interesting and important developments in the law of recent years, and in Mr. Manson it has found a capable exponent. The conception of a debenture as a floating security has placed this class of mortgage in a position of its own, and a series of cases, which are given at p. 51, have defined the time at which the debenture will cease to float, and will crystallize, or fasten upon the property then owned by the company. The question of reissuing debentures came into sudden prominence with *Re Routledge & Sons* (1904, 2 Ch. 474) and other decisions a few years ago, but the Legislature intervened in 1907 to permit the reissue, and the authorities, as well as the present statutory provision—section 104 of the Companies (Consolidation) Act, 1908—are stated at p. 80 *et seq.* The chapter on the issue of debentures and debenture stock contains forms of debentures and debenture trust deeds and other relevant documents; and the succeeding chapter, on registration of mortgages and charges, explains carefully the precautions which require to be taken to comply with the statutory provisions on this head; while the difficult questions which arise as to the priorities of debenture-holders and other creditors—in particular, execution creditors—are discussed with full reference to the authorities. The work is a useful compendium of the law on a subject which is of importance both to investors and to the commercial world, and is continually before the practitioner.

The Mayor's Court.

THE JURISDICTION AND PRACTICE OF THE MAYOR'S COURT, TOGETHER WITH APPENDICES OF FORMS, RULES AND STATUTES SPECIALLY RELATING TO THE COURT. By LEWIS E. GLYN, K.C., and FRANK S. JACKSON, Barrister-at-Law, Assistant Judge of the Mayor's Court. THIRD EDITION. Butterworth & Co.

Fourteen years have passed since the second edition of this book was published, and it was quite time for the third to make its appearance, as there have been various changes in the practice, and the book is quite indispensable to the practitioner in the Mayor's Court. The most important change in the practice is made by the Rules of 1908. Up to last year plaintiffs in cases such as would be dealt with under order 14 in the High Court were put to much unnecessary inconvenience, expense, and delay in getting judgment where there was no real defence. The new rules stop a considerable way short of order 14, but they give appreciable relief. The practice of the court has also been improved in relation to particulars, inspection of documents, and dismissal of action for want of prosecution. No two persons could possibly be found more thoroughly competent to write on this subject than the two authors, and the profession will find the work up to date and reliable.

Magistrates' Law.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1910. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS AND TABLE OF PUNISHMENTS. FORTY SECOND EDITION. By J. R. ROBERTS, Solicitor. Shaw & Sons; Butterworth & Co.

As supply creates demand, so the legal profession have grown to demand an annual edition of "Stone," up to date, accurate, with all the decisions and statutes to the end of the preceding year duly noted. These requirements are fully carried out by the 1910 edition of this invaluable work. The book gradually increases in size, until one wonders to what enormous bulk it will grow in time. Its growth, however, is unavoidable so long as every session of Parliament lays more and heavier burdens upon the shoulders of our magistrates. There is probably no law book so widely read as this, and it is not going too far to say that no one who practises in courts of summary jurisdiction can get on without it. The new edition in no way falls below the high standard of its predecessors.

THE MAGISTRATES' GENERAL PRACTICE: BEING A COMPENDIUM OF THE LAW AND PRACTICE RELATING TO MATTERS OCCUPYING THE ATTENTION OF COURTS OF SUMMARY JURISDICTION, PENALTIES ON SUMMARY CONVICTIONS, MAGISTRATES' CALENDAR, &c. WITH AN APPENDIX OF STATUTES, RULES, AND FORMS. By CHARLES MILNER ATKINSON, Stipendiary Magistrate for the City of Leeds. SEVENTH EDITION. Stevens & Sons; Sweet & Maxwell.

Only a year has elapsed since the last edition of this useful book

was published. We are by no means surprised that the demand for the book should be large and increasing, for it is a very well-written book by an author who is thoroughly and practically acquainted with the subject. It is a much more readable book than most of its class; it is in the form of a coherent treatise and has distinct literary merit. For these reasons it is eminently suitable for the use of the non-professional magistrate. But accuracy is never sacrificed to form, and whoever uses it may feel perfect confidence in its reliability. Cases are noted which are reported in the early numbers of this year's reports, and the statutes coming into force in 1910 are dealt with. We can without hesitation recommend the book to our readers.

The Public Health (London) Act, 1891.

THE PUBLIC HEALTH (LONDON) ACT, 1891. SECOND EDITION. By ALEXANDER MACMORRAN, K.C., and E. J. NALDRETT, Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

This book contains the annotated text of the Public Health (London) Act, 1891, together with an appendix of statutes and parts of statutes affecting the metropolis. Many of these enactments in the appendix are special or local Acts, not printed among the public general statutes, and not always readily accessible. Included in these special Acts is a considerable part of the London County (General Powers) Act, 1909, so that the book is well up to date. The notes are of considerable bulk and appear to be carefully written. The book is hardly one to stir the general lawyer to enthusiasm, but is likely to prove eminently useful to all who have to advise on the intricate questions constantly arising with respect to the sanitation of London.

Books of the Week.

Workmen's Compensation.—Butterworths' Workmen's Compensation Cases. Vol. III.: Quarterly Advance Sheets (Part II.,—1910). Edited by DOUGLAS KNOCKER, Barrister-at-Law. Containing Complete Reports of all Cases entered in the Lists of the House of Lords and Court of Appeal for Hilary Term, with Digest and Index to Parts I. and II. Butterworth & Co.

Criminal Appeals.—Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, April 15th, 21st, 22nd, 25th, 1910. Edited by HERMAN COHEN, Barrister-at-Law. Vol. IV., Part IX. Stevens & Haynes. Price 2s. 6d. net.

Correspondence.

The Finance Act, 1910.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Section 25 (2) of the Finance Act, 1910, is as follows: "The full site value of land means the amount which remains after deducting from the gross value of the land the difference (if any) between that value and the value which the fee simple of the land, if sold at the time in the open market by a willing seller, might be expected to realize if the land were divested of any buildings," &c.

If we call the gross value "g" and the value when divested of buildings "d," then the full site value would seem to be represented by the formula $g - (g - d)$.

But $g - (g - d) = d$.

Therefore, it seems to me that the sub-section would have precisely the same effect if the twenty-one words following "means" were expunged.

The sub-section would then read: "The full site value of land means . . . the value which the fee simple of the land if sold at the time in the open market by a willing seller might be expected to realize if the land were divested of any buildings," &c.

Am I right? If so, the sub-section is a curiosity in the way of draftsmanship!

W. H. W.

[See observations under heading of "Current Topics."—ED. S.J.]

The Stamp Duty on Leases.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I enclose a copy of a letter addressed to the Chancellor of the Exchequer with reference to the subject of the stamp duty on leases.

The Chancellor's Secretary has sent me a courteous acknowledgment of the letter.

EDWD. D. L. WILMOT.

1, Denmark-hill, Camberwell Green, London, May 23.

The following is the letter referred to by our correspondent:—

[COPY.]

17th May, 1910.

Sir,—I beg to call your attention (unless the matter has already come to your notice, to cases of hardship which arise from what is possibly an inadvertence on the part of the framers of the provisions of the Finance Act, 1910, relating to "Stamps."

By section 73 of that Act, the stamp duties on conveyances and transfers on sale are doubled, except when the purchase-money does not exceed £500.

By section 75, the stamp duties on leases are henceforth to be double the duty which would have been chargeable thereon immediately before the passing of the Act.

On the sale of a newly-built house by the builder to the purchaser it is a usual practice for the matter to be carried out by the grant (in consideration of the purchase-money) of a ground lease to the purchaser, either from the freeholder at the direction of the builder, or from the builder if he is himself the freeholder.

The stamp duty payable on such a lease consists of an *ad valorem* duty on the amount of the ground-rent, and a further *ad valorem* duty on the amount of the purchase-money equal to the duty which would be chargeable on a conveyance on sale at the same purchase-money.

The Revenue authorities hold that under section 75 of the Finance Act, 1910, both these *ad valorem* duties on such a lease are now doubled, notwithstanding that the purchase-money does not exceed £500.

To exemplify the hardship caused, a case now in my office may be quoted where a working man, purchasing the lease of a small house, at a ground-rent of £5 5s., for the sum of £215, has had to pay stamp duties amounting to £3 2s. as against £1 13s. 6d., the amount which would have been paid prior to the passing of the Finance Act.

It was generally understood that the object of the proviso in section 73 of the Act was to exempt small purchases from the higher duty, and it is difficult to see any reason why the exemption should not apply to cases where such purchases are carried out by means of leases as above described.

I beg respectfully to suggest that in the new Budget provision should be made so that the *ad valorem* duty in respect of the consideration money for the grant of leases on sale shall not be doubled when such consideration money does not exceed £500.—I am, Sir, your obedient servant.

(Signed) EDWD. D. L. WILMOT.

The Right Honourable The Chancellor of the Exchequer,
11, Downing-street, Whitehall, S.W.

[See observations under the above-mentioned heading.—Ed. S.J.]

Licensing Act, 1904—Compensation Fund Charge.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to the article in your issue of the 21st inst. commenting upon my letter and the recent case of *Llangatock v. Watney, Combe, Reid, & Co.*, I think you have rather mistaken my point.

I did not presume to suggest that there was any flaw in the reasoning of the Master of the Rolls in the case mentioned. What I wished to call attention to was the startling result produced by the decision where the brewery company have granted an underlease for a term longer than the term of the lease under which they are actually in possession. The result seems to me to be that the brewery company can actually make a profit by deducting more in respect of the compensation fund charge than is deducted by the licensee.

This was the result at which I arrived, and it seemed so remarkable that I suggested there must be a flaw in my reasoning.

Apologizing for troubling you again,

SOLICITOR.

May 23.

[See observations under the above-mentioned heading.—Ed. S.J.]

Points to be Noted.

Equity.

Mortgage—Clogging the Equity—Foreign Land.—The doctrine that equity does not allow the insertion in a mortgage of any provision which prevents the property being handed back on redemption as free as it was before the mortgage applies to mortgage debentures issued as security by a company, and, since equity acts *in personam*, it applies notwithstanding that the debentures are a charge on foreign land. Hence where the issue of debentures charged on land in South Africa was accompanied by an agreement, made according to English law, conferring on the debenture-holders an exclusive licence to work diamondiferous ground included in the debentures, this agreement was not enforceable after the debentures had been redeemed.—*BRITISH SOUTH AFRICA CO. v. DE BEERS CONSOLIDATED MINES (LIMITED)* (Swinfen Eady, J., Feb. 10) (54 SOLICITORS' JOURNAL, 289; 1910, 1 Ch. 354).

Covenant—Same Person joined as Covenantor and Covenantee—Liability in Equity.—Where the same person is joined both as covenantor and covenantee in a joint covenant no action can be brought on the covenant at law, since the common party would be a necessary party to the suit on both sides, and he cannot be both plaintiff and defendant; and when the liability (if any) arises solely on the covenant, there is no remedy in equity any more than at law. Equity does not in such a case recognize any liability except such as could be established at law. If there is any remedy in equity, it must be based on circumstances raising an equitable liability, if any such exist, apart from the covenant.—*ELLIS v. KERR* (Warrington, J., Feb. 15) (1910, 1 Ch. 529).

Administration—Estate Duty—Marshalling as between Heir and Pecuniary Legatees.—Where the residuary personal estate of a deceased person is insufficient to pay his debts, the next fund applicable is the real estate descended to the heir, and specific legatees are not liable to have their legacies encroached upon until such real estate has been exhausted. And for the purpose of this rule testamentary expenses, and also estate duty on specifically bequeathed personalty, which is a testamentary expense, are in the same position as debts. Consequently, where there is undisposed-of realty and specifically bequeathed personalty, and the residuary personalty is insufficient to pay estate duty on the specifically bequeathed personalty, the specific legatees are entitled to have this paid out of the undisposed-of realty, and the assets will be marshalled accordingly. For this purpose estate duty is not to be treated as probate duty, with regard to which a different rule was acted on in *Shepherd v. Beetham* (6 Ch. D. 597).—*RE PULLEN, PARKER v. PULLEN* (Warrington, J., Feb. 25) (1910, 1 Ch. 504).

CASES OF THE WEEK. High Court—Chancery Division.

Re RUSSELL HUNTING RECORD CO. (LIM.). Swinfen Eady, J.
25th May.

COMPANIES ACT, 1862, s. 164—CONSTRUCTION—FRAUDULENT PREFERENCE—COMPULSORY FOLLOWING VOLUNTARY WINDING-UP—DATE TO BE REGARDED.

A compulsory order supersedes a voluntary winding-up, and when a company which has gone into voluntary liquidation is ordered to be wound up by the court, the date to which regard is to be had in ascertaining whether a fraudulent preference has been made within the meaning of section 164 of the Companies Act, 1862, is the date of the presentation of the petition, and not that of the extraordinary resolution.

Upon the hearing of this misfeasance summons, taken out by the liquidator of the above-named company, a preliminary objection was taken by the respondents which, in the event, disposed of the summons. The misfeasance alleged consisted of a fraudulent preference stated to have been made by the directors and secretary named in the summons. The preliminary objection taken was that, having regard to the dates on which the conduct objected to was alleged to have occurred, no question of fraudulent preference within the meaning of section 164 of the Companies Act, 1862 (the section relied on), could possibly arise. The extreme dates between which a fraudulent preference was alleged were the 13th of March, 1908, and the 1st of May, 1908. On the 4th of May, 1908, an extraordinary resolution was duly passed, and thereupon the company went into voluntary liquidation. So that, up to that point, the extreme dates being within three months of the resolution, no objection upon the ground of dates could be taken to the allegation of fraudulent preference. Subsequently, however, on the 12th of December, 1908, a petition for winding-up was presented, and on the 26th of January, 1909, the company was ordered to be wound up compulsorily. Having regard to these dates, the preliminary objection was taken that it was the 12th of December, 1908, the date of the presentation of the petition, which section 164 of the Act of 1862 directs shall be deemed to correspond with the act of bankruptcy in the case of an individual, and not the 4th of May, 1908, the date of the extraordinary resolution. That being so, the acts complained of were not within the statutory period of three months from that date, and could not therefore amount to a fraudulent preference.

SWINFEN EADY, J., in his judgment, set out these facts, and said that he did not see his way to escape from the provision of the section which in terms applied in the present case. The company was "being wound up under this Act," the acts complained of were all alleged "to have been made or done by way of undue or fraudulent preference," and the case was "the case of a company being wound up by the court." It followed that for the purposes of that section the presentation of the petition was to be deemed to correspond with the act of bankruptcy, and to constitute a fraudulent preference within the section the acts in question must have been done within three months of that date. If that were all, the court would be bound to hold that the preliminary

objection had succeeded. But some further light was certainly thrown on the matter by the case of the *Taurine Co.* (25 Ch. D. 118), which was a case under section 168 of the Act of 1862, where Lord Lindley pointed out that the effect of the Act was that in the case of a compulsory order following a voluntary winding-up, the compulsory order superseded the voluntary winding-up; and the court further decided that it had no power to give any direction in making the order to throw the commencement back to any anterior date. It was argued, in the present case, that there was still power to direct the proceedings in the voluntary winding-up to be adopted in the compulsory winding-up, and his lordship was asked to do this in order to prevent the anomaly of a compulsory order rendering innocent acts which would otherwise have constituted a fraudulent preference. But in his lordship's opinion there were no proceedings which could be adopted so as to affect the rights of the parties. A counter-claim had been delivered in an action asking for a declaration based upon allegations of fraudulent preference, but there had been no adjudication upon that, so that there were no proceedings to adopt. Under these circumstances his lordship was constrained by law to say that the preliminary objection was valid, and the transactions not having been within three months of the presentation of the petition could not constitute a fraudulent preference within the section.—COUNSEL, for the applicant, *Hon. Frank Russell, K.C.*, and *H. E. Wright*; for the company, *Gore Browne, K.C.*, and *G. F. Hart*; for other respondents, *Sims*; *Tindall Davis*. SOLICITORS, *Jordan & Lovington*; *Strong & Buckmaster*.

[Reported by FRANK T. CARMEN, Barrister-at-Law.]

CASES OF LAST SITTINGS

Court of Appeal.

Re EVERED. MOLINEUX v. EVERED. No. 2. 12th May.

SETTLEMENT—TESTAMENTARY POWER OF APPOINTMENT—RELEASE INTER VIVOS OF POWER—RELEASE IN PART—AGREEMENT NOT TO EXERCISE POWER—VALIDITY AND EFFECT OF RELEASE AND AGREEMENT.

The donee of a testamentary power of appointment over settled funds among her children and issue agreed with two of her sons that she would not exercise the power so as to reduce the share of either to less than £7,000, and that the sum should vest in possession upon her decease, and with one of these sons that his share should be at least £7,000, and she agreed with a third son that she would so far release her power and so far contract not to exercise it that his share should be at least £7,000. By her will she appointed £60,000 between her six sons and their issue, the sons being only tenants for life.

Held, that the effect of the deeds was that the testatrix only retained her testamentary power over so much of the trust funds as remained over after deducting a sufficient sum to provide £7,000 for each of her children under the trust in the settlement in default of appointment, and that the sums appointed by her will must abate accordingly. Decision of *Neville, J.*, reversed.

Davies v. Huguenin (1 H. & M. 730) disapproved.

This was an appeal from a decision of *Neville, J.* (reported *ante*, p. 83). By a marriage settlement dated the 14th of December, 1857, the proceeds of the sale and conversion of considerable real and personal estate were settled upon trust for Mrs. Evered for her life for her separate use, with a restraint upon anticipation, and after her death for Mr. Evered during his life, and after the decease of the survivor upon trust for the children or other issue, born during the lifetime of Mr. and Mrs. Evered, or the survivor of them, of Mr. and Mrs. Evered, as Mrs. Evered should by will appoint, and subject thereto for the children at twenty-one or on marriage in equal shares, and there was a hotchpot clause. There were seven children of the marriage, all of whom attained twenty-one. Mr. Evered died in 1885. In 1892 Mrs. Evered made a will, by which she appointed £60,000, part of the settled property, in equal shares, between her six sons and their issue, the sons being only tenants for life, and she appointed that the residue, after deducting the £60,000, should be divided into seven shares, one-seventh being added to each £10,000, and the remaining one-seventh being settled in favour of her daughter and her issue. Mrs. Evered died in April, 1909, without having altered her will except by three codicils which are not material for the purposes of this report. In the interval between the execution of her will and her death she executed four deeds, no one of which was referred to in any codicil. The first deed was dated the 9th of July, 1901. It recited that for the purpose of making a certain provision for each of her three children parties to the deed, namely, Alfred, Everard and Gillibrand, to the extent of £7,000 apiece, she had determined and agreed to enter into such covenant as were therein contained, and further, for the purpose of benefiting Gillibrand, had agreed to assign her life interest in the sum of £1,000, part of the trust fund, and by the operative part of the deed she covenanted that she would not exercise her power of testamentary appointment so as by any means to reduce the share or interest of either of the three sons in the trust fund to a less amount in value than £7,000 for each of the three sons, nor so as to postpone the vesting in possession of a share in the trust funds equal in amount or value to at least the sum of £7,000 in each of the three sons beyond the period of the death of Mrs. Evered. By the same deed she assigned to Gillibrand her life interest in a portion of the trust funds to the

amount or value of £1,000. At the end of the deed there was a provision that nothing therein contained should operate to limit or abridge the testamentary powers of appointment conferred upon Mrs. Evered except to the extent of the £1,000, and that, notwithstanding that deed or anything therein contained, it should be lawful for her to exercise her testamentary powers of appointment except as aforesaid. The second deed was dated the 3rd of August, 1901. It was in favour of Alfred, and by it Mrs. Evered, so far as she lawfully could, appointed £7,000 to Alfred, and she released her life interest in a sum of £1,000. The matter came before *Byrne, J.*, in March, 1902, and he gave effect to this last deed by directing payment of £1,000 to Alfred. The third deed was dated the 4th of June, 1902. By it Mrs. Evered, in exercise of the power conferred upon her by the Conveyancing Act, 1881, section 52, and of every other power her thereto enabling so far released her testamentary power of appointment over the trust funds, and so far contracted not to exercise the said power as to declare that in any event the share of Gillibrand in the said trust funds should be at least of the value of £7,000, and she covenanted that she would not exercise her said power of appointment so as to reduce his share of the trust funds to a less sum than £7,000. The fourth deed was dated the 29th of October, 1902. It was precisely similar to the third deed, but in favour of Everard. *Neville, J.*, applying the doctrine in *Davies v. Huguenin* (1 H. & M. 730), held that the releases were not intended to operate except in the event of failure to appoint £7,000 to the sons named in them, and then only to the extent necessary to make up their share to £7,000. He accordingly held that the three sons were entitled in possession to £7,000 each, less advances respectively made to them out of and in respect of such sums. One of the other sons appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises questions of difficulty as to the legal position of a tenant for life of a settled fund, with power to appoint by will only in favour of her children or issue, and the difficulty is increased by reason of the strange form in which some of the documents are drawn. I think it will be convenient to state shortly some of the propositions which are either elementary and beyond dispute or which have been so settled by authority as to bind us. In the first place, a power to appoint by will only cannot be executed by deed. In the second place, a covenant to appoint by will in a particular way cannot be the subject of specific performance or have any legal operation: *Palmer v. Locke* (15 Ch. D. 294, 303). In the third place, an exercise of the power by will is not rendered invalid by reason of the fact that the appointor has covenanted to make such an appointment, there being no other circumstances which might render the appointment invalid apart from the covenant: *Palmer v. Locke* (*supra*). In the fourth place, a release by the appointor, or a covenant by the appointor not to exercise the power, is not open to objection, even though the effect of the release is for the benefit of the appointor. This is expressly enacted by the Conveyancing Act, 1881, section 52, and decided by this court in *Re Little* (40 Ch. D. 418) and *Re Radcliffe* (1892, 1 Ch. 227). In the fifth place, such a release or covenant may apply either to the whole of the settled property or to a part only, leaving the power intact as to the rest of the property. In the sixth place, the appointor may covenant not to exercise his power in favour of a particular object of the power, and in such case the power can thereafter only be exercised subject to the fetter or limitation thus imposed by the negative covenant. Lastly, in so far as the whole or any part of the settled property is released from the power, it goes as unappointed to the persons entitled in default of appointment, subject to the provisions of any hotchpot clause which may be found in the settlement. If the power is to appoint by deed or will, a deed by which the appointor purports to release a portion of the fund in favour of an object of the power may be construed—*ut res magis valeat quam pereat*—as an appointment in favour of the object. But this cannot be so if the power is testamentary alone. The deed must operate as a release or not at all. [His lordship then referred to the will and deeds, and continued:] Now, apart from authority, it seems to me reasonably clear that the effect of these deeds was to impose a fetter upon Mrs. Evered's power in this sense, that she disabled herself from so appointing the fund as not to secure that each of the three sons should receive £7,000, although she retained full power in any other way to appoint the fund. It has been argued by Mr. Levett that these deeds are altogether inoperative and ineffectual, and that the will is the only document which can be looked at. I am unable to assent to this view. It seems to me to be inconsistent with the provisions of the Conveyancing Act and with the express language of the deeds. I therefore feel myself bound to consider what is the precise operation of these deeds. It is clear that the appointment made by will, which purports to dispose of the whole settled property, does prevent each of the three sons from receiving £7,000 cash. Each son had, under the ultimate trust in the settlement, a title to one-seventh of the whole settled fund unless and until defeated by an exercise of the power. What, then, is the extent to which her power of appointment was impaired or reduced or fettered by her negative covenants? She might have exercised her testamentary power by appointing £7,000 to the son. She might have appointed £7,000 to each of the other six children, leaving £7,000 unappointed, which would then have gone, having regard to the hotchpot clause, to the son in whose favour no appointment was made. But, subject to these two events, neither of which happened in fact, she was bound to leave the fund unappointed to the extent neces-

sary to leave each son £7,000 under the ultimate trust in default of appointment in favour of her seven children in equal shares; that is to say, to the extent of £49,000. In other words, she retained her testamentary power over the balance or residue of the trust funds only after deducting £49,000. The sums appointed by her will must abate accordingly. It is ascertained that the trust funds are not sufficient to produce £49,000 plus £60,000. Neville, J., has held that the only effect of the deeds is that £7,000 is to be deducted from the £10,000 appointed in favour of the particular son and his issue, so that each of the three sons will take £7,000 by virtue of the deeds, and £3,000 settled under the will. Now, it is obvious that this is really treating the deeds as appointments, and is directly opposed to the settled doctrine that a testamentary power cannot be exercised by deed. The learned judge considered himself bound to arrive at this conclusion in deference to the decision of Wood, V.C., in *Davies v. Huguenin*. I have examined the pleadings and the decree in that case. Under a settlement a father had a power to appoint by will certain real estate in favour of all or any of his children. If an appointment was made, a sum of £6,000 was to be raised under the trusts of a term of 500 years for the younger children of the marriage equally. There was no power of appointment over the £6,000. The father on the marriage of Harriet, one of his younger children, covenanted that he would not execute any appointment or do any act to defeat, lessen or diminish the share to which Harriet was, or became, entitled in the pecuniary division or portion made and secured for his younger children, and that he would execute all acts and deeds requisite to confirm Harriet's share, so that she should receive for her share and proportion the sum of £1,500 at the least. The father subsequently, by his will, appointed the real estate to his eldest son in fee charged with £3,000 for the benefit of his daughter Elizabeth, and £1,000 for the benefit of his daughter Harriet. The testator had six children, three of whom predeceased him. The main question which arose was as to the meaning of the trust in favour of younger children. The bill was filed by the persons in whom the estate was vested against Harriet and her husband and Elizabeth. No question was raised as to the rights of any of the deceased younger children. The main argument was addressed to the question whether Harriet's rights had been satisfied by the testamentary appointment of £1,000, together with a sum of £200 which had been advanced to her. The court held that if the £6,000 had been raisable, it would have been divisible in four parts, and not into five, so that Harriet had not got her full share, which the father had covenanted that she should not be deprived of. The judgment of the Vice-Chancellor on this part of the case is contained in four lines: "It is almost too clear for argument, though the point was raised, that the covenant by the father operated *pro tanto* as a release of his power, and the question is what would have been the amount of Mrs. Huguenin's share in the £6,000 in default of appointment." And by his decree he declared that the difference between £1,500 and what she had received was to be raised out of the inheritance. Now, with profound respect for the Vice-Chancellor, I am unable to follow the reasoning upon which he proceeded. In fact, the £6,000 was not, nor was any part of it, raisable, because an appointment was made. I cannot understand on what principle it can have been held that any part of the £6,000 could go to Harriet. The case is cited in Farwell on Powers, p. 16, only as an authority for the proposition that a covenant not to execute a power operates in equity, either entirely or *pro tanto*, as the case may be, as a release of the power. This is in accord with the subsequent statutory provision and the Conveyancing Act. *Davies v. Huguenin* was referred to by Kindersley, V.C., in *Coffin v. Cooper* (2 Dr. & Sm. 365). That case itself was only a decision upon the point, which is now settled, that a testamentary appointment is not rendered invalid by reason that the appointor has covenanted to make the appointment. At page 375 the Vice-Chancellor says: "It has been held that such a covenant so entirely precludes any testamentary appointment inconsistent with it that the covenant may compel the other appointees to make it good out of the shares which the donee of the power has appointed to them by will, *Davies v. Huguenin*. I do not presume to say that that is a wrong decision; indeed, it seems to me that it is the legitimate result of the first innovation." It is obvious that the Vice-Chancellor disapproved of *Davies v. Huguenin*; and I am not clear that he understood its effect. Again, in *Palmer v. Locke* (15 Ch. D. 294), which was a case like *Coffin v. Cooper*, Brett, L.J., at page 302, said he had some difficulty in saying that he could agree with what was held in *Davies v. Huguenin*, but even if *Davies v. Huguenin* were held to be wrong, that would have no effect upon the decision in the case before them. I cannot find that *Davies v. Huguenin*, on the only point material in the present case, has ever been followed, or that it has ever been so commented upon with approval by text-writers as to lead to the inference that it has been adopted by the profession. In these circumstances, I think that we ought to hold that *Davies v. Huguenin* on this point is contrary to principle, and ought not to be followed. That case was the basis of Neville, J.'s decision. No other authority has been called to our attention which supports it, and I think, for the reasons which I have indicated in the earlier part of my judgment, the appeal ought to be allowed. It follows that the payment of £1,000, made under Byrne, J.'s order, was proper, and in adjusting the figures regard must be had to that fact. So far as appears, Gillibrand never did receive his £1,000. The result is that, subject to the above adjustment of figures, each of the seven children will take £7,000 absolutely, and the residue will be divided rateably between the appointees under the will of Mrs. Evered.

BUCKLEY, L.J., delivered judgment to the same effect.—COUNSEL,

Rolt; Buckmaster, K.C., Hewitt, and C. E. Bovill; Levett, K.C., H. S. Preston, and K. G. Metcalfe. SOLICITORS, J. E. Hetley; Woodcock, Ryland, & Parker, for Preston & Francis, Bournemouth; Ford, Lloyd, Bartlett, & Michelmores; Lawrence Graham & Co.

[Reported by J. I. STIRLING, Barrister-at-Law.]

DOGGETT v. WATERLOO TAXICAB CO. (LIM.). No. 2, 12th May.

MASTER AND SERVANT—TAXICAB DRIVER—CAB TAKEN OUT FOR DAY—PAYMENT BY SHARE IN PROFITS—CONTRACT OF SERVICE—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 13.

Where a driver takes out a taxicab day by day, on the terms of paying three-quarters of the earnings to the owner of the cab, and retaining one-quarter himself, but the owner has no control over the driver, and cannot dismiss him except by refusing to let him have the cab on a subsequent occasion, there is no contract of service between the owner and the driver, which makes the latter a workman within section 13 of the Workmen's Compensation Act, 1906.

Appeal against an award of the judge of the Southwark County Court on a claim for compensation under the Workmen's Compensation Act, 1906. One Doggett, a taxicab driver, who obtained his cab from the respondent company, met with an accident on the 31st of December last in the company's yard while preparing to take out his cab. Blood poisoning supervened, and he died sixteen days after the accident. The widow claimed compensation under the Workmen's Compensation Act from the cab company for the death of her husband. It was the practice in the company's yard for the driver to sign a printed hiring sheet each day on taking out a taxicab in the following terms:—"I, the undersigned, hereby declare that I have taken out the cab bearing the above number, in good condition, with full kit of tools, tariff and police plates properly affixed, and with my badge and licence. I will be personally responsible for any violation of the police regulations." Below was a space for a summary of the taximeter totals. At the end of the day, or next morning if the cab came in late, the totals registered by the taximeter were entered in these spaces by a clerk of the company, and three-fourths of the takings so recorded were paid by the driver to the owner, and the remaining fourth, less a charge for petrol used, belonged to the driver. When a driver left the yard he went where he pleased and as far as he pleased, and kept the taxicab out sometimes till the next day or for several days. It was admitted that except by refusing to let a driver have a cab the next time he applied for one the company had no control over the man and could not dismiss them. The county court judge decided that the deceased was the daily servant of the company, and gave judgment for the applicant for £249. The cab company appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—The question in this appeal is whether the dependants of Doggett, the deceased driver of a taxicab, are entitled to compensation from the defendants, who are the owners of the taxicab, and the answer to the question depends solely upon the true legal relation between Doggett and the defendants. If it was a contract of service, as the county court judge held, the defendants are liable. If it was not a contract of service they are not liable. It must never be forgotten that our jurisdiction is limited to points of law, and that findings of fact by the county court judge, acting as arbitrator, are conclusive, subject to this important qualification, that if there was no evidence fit for the consideration of a jury to support the finding of fact, it is competent to this court, and it is the duty of this court, to disregard the finding. Although I have called it a qualification, it is not really such, for, in truth, it is a question of law whether there is any evidence. I have anxiously considered the notes of the evidence and the very full judgment of the county court judge, and I have come to the conclusion that his finding cannot be supported. The position of the driver of a taxicab is, in most respects, identical with the position of the driver of a horse cab. It has been held by a series of authorities by which we are bound that the relation of a proprietor of a horse cab and a driver is not in ordinary circumstances one of master and servant; although as between a member of the public injured through the negligence of the driver the proprietor is liable. The Statutory Rules and Orders dated the 30th of December, 1907, apply to horse cabs and taxicabs alike. Schedule H. gives a form of licence to act as driver of cabs, and there is a table with two columns which contain the words "proprietors' service" and "date of getting service." Those words have not been held in the case of horse cabs to evidence the relation of master and servant, and they have no greater effect in the case of taxicabs. The contract between the proprietor and the driver is only for the day on which the taxicab is taken out, as the learned judge finds. The driver is not bound to come the next day, and if he does come the proprietor is not bound to let him have a taxicab. He is not paid anything as wages. He is accountable to the proprietor for 75 per cent. of the takings, his own remuneration being a sum equal to 25 per cent. of the takings. This mode of remuneration tends against, and not in favour of, the view that he is a servant. The proprietor exercises no control over the driver, who can go when and where he pleases. The only written evidence of the terms of Doggett's contract is the taximeter sheet, and it does not in any way assist the plaintiffs. The learned judge seems to have been impressed by the fact that "instruction" was given to the driver as to the mode in which the taximeter must be worked. But this was necessary in order to ensure compliance with the statutory rules, as well as to secure the due ascertainment of the sum properly payable

each day to the proprietor. It throws no light upon the question of control. The learned judge also attached weight to an alleged notice, sworn to at a very late stage of the proceedings, that drivers not duly noting "extras" would be discharged or dismissed. But there is nothing to shew that this notice was put up before the accident. Moreover, it is not easy to see how there can be a dismissal or discharge of a person whose contract is for a day only. In my opinion these various points do not suffice, either singly or collectively, to justify a finding that the relation between the parties was a contract of service. The burden of proof rests upon the applicants, and they have not discharged that burden. I think that the relation was that of bailment, although it may possibly be contended that the parties were co-adventurers. In the above observations I have dealt only with the facts of this particular case. There may be cases in which the proprietor of a taxicab exercises such an amount of control over the driver as to justify the conclusion that the relation of master and servant exists. *Rex v. Solomons* (1909, 2 K. B. 980) apparently furnishes an instance. In my opinion the appeal must be allowed.

BUCKLEY and KENNEDY, L.J.J., also read judgments allowing the appeal.—COUNSEL, *Norman Craig, K.C.*, and *Ellis Hill*; *Martin O'Connor* and *Newbury*. SOLICITORS, *Norden & Drury*; *C. F. Appleton*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

WILSON v. KELLAND. Eve, J. 9th May.

COMPANY—DEBENTURES—FLOATING CHARGE—SUBSEQUENT SPECIFIC MORTGAGE—NOTICE—PRIORITY.

In 1901 a company assured all its property, present and future, upon trust to secure debentures. In 1905 it purchased other land and mortgaged it to the vendor to secure the balance of the unpaid purchase money. In 1906 it mortgaged the equity of redemption to the plaintiff, who in 1909 took a transfer of the mortgage of 1905.

Held, that the plaintiff was entitled to priority over the debentures in respect of the mortgage of 1905, but that he was not entitled to priority in respect of the mortgage of 1906.

This was an action raising a question whether debenture-holders under a floating charge had priority over a specific mortgage. By a trust deed of the 5th of March, 1901, the Bedford Brewery (Plymouth) (Limited) conveyed and assigned all their property, present and future, upon trust to secure certain debentures, such deed to operate as a floating security and so that the company should not be at liberty to create any charge on such premises in priority to the security of the debenture-holders. The debentures, however, provided that they were not to operate so as to prevent the company charging subsequently acquired property in priority to the debentures. On the 27th of January, 1905, the company mortgaged certain property to Kelland for £3,000, that sum being the unpaid balance of the purchase money for which the company had shortly before the date of the mortgage agreed to purchase the property. On the 7th of June, 1906, the company mortgaged the equity of redemption to the plaintiff. On the 16th of July, 1909, Kelland transferred his mortgage to the plaintiff, who at the date of the trust deed was a director of the company. The plaintiff claimed priority over the trust deed and the debentures thereby secured, and commenced this action for foreclosure in April, 1909.

Eve, J.—As regards the mortgage of the 27th of January, 1905, it is, in my opinion, immaterial whether the mortgagees had or had not notice of the deed of 1901 and the debentures thereby secured. Any equity which attached to the property contracted to be purchased in June and conveyed to the company in September, 1904, in favour of the debenture-holders or their trustees was throughout subject to the paramount equity of the unpaid vendors; and the legal mortgage which secures the unpaid purchase moneys must, in my opinion, take priority over any charge to persons claiming through the purchaser. I hold, therefore, that the plaintiff is entitled to priority over the defendant society in respect of the mortgage of 1905. The evidence proves that the vendor mortgagees had no actual notice of the debentures and the trust deed, but had I come to the conclusion that the priority of their mortgage depended upon the question whether or not they had any notice I should have been prepared to hold that the particulars registered in this case pursuant to section 14 of the Companies Act, 1900, amounted to constructive notice of a charge affecting the property, but not of any special provisions contained in that charge restricting the company from dealing with their property in the usual manner when the subsisting charge is a floating security. I think this view is in accordance with the judgment of Kekewich, J., in *Re the Standard Rotary Machine Co. (Limited)* (195 L. T. 829, 834). The real difficulty in the case arises in respect of the mortgage of the 7th of June, 1906. Was it competent for the company at that date to give the plaintiff a security ranking in priority to the security of the debenture-holders? The answer depends on the true construction of the debentures and the trust deed securing them, and on this the difficulty of reconciling the provisions of clause 6 of the deed with the third condition endorsed on the debenture raises a serious question. If it were permissible to conjecture how the inconsistency between the clause and the condition arose, it would not be difficult to attribute it to an omission on the part of the draftsman to add at the end of clause 6 of the deed the proviso which would seem to have been added to the third condition as originally framed. But the duty of the court in this action

is to construe, not to reform, the contract, and in so doing to give effect, if possible, to all its terms. To effectuate this I think I am bound to hold that in the proviso with which condition 3 concludes the words "herein" and "hereby" must be read as equivalent to "in this debenture" and "by this debenture," and that the proviso cannot be treated as controlling, or qualifying, the security created by the trust deed. The debenture-holder has the cumulative benefit of the security created by his debenture and by the trust deed; the former is not to operate so as to prevent the company charging subsequently acquired property in priority to or *pari passu* with it; the latter is so to operate unless and until modified by the debenture-holders under the provisions contained in the fifth schedule to the deed. No such modification having been made, I come to the conclusion that the company could not in June, 1906, create a security in favour of the plaintiff ranking in priority to the trust deed, and accordingly I hold that in respect of this mortgage the plaintiff is not entitled to any order for foreclosure against the society. In respect of the mortgage of the 27th of January, 1905, there will be the usual foreclosure order against the company and the society, and an order for delivery of possession to the plaintiff of the mortgaged premises.—COUNSEL, *Stewart Smith, K.C.*, and *Frederic Thompson*; *Jessel, K.C.*, and *Harman*. SOLICITORS, *Coleman, Betts, & Howard*, for *Edgcombe Stevens*, Plymouth; *Gribble, Oddie, Sinclair, Rowlatt, & Johnson*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re ELFORD. ELFORD v. ELFORD. Eve, J. 11th April.

WILL—TENANT FOR LIFE AND REMAINDERMAN—DIRECTION TO CONVERT—INCOME—PROFITS OF UNCONVERTED BUSINESS.

A testator directed his property to be converted, with power to postpone conversion except as to his business, and he directed the income arising from his estate until conversion to be applied as if the same were income arising from the proceeds of such conversion. It was found impracticable to dispose of the business.

Held, that the profits of the business represented income arising from the testator's estate, and ought therefore to be paid to the tenant for life.

By his will a testator devised and bequeathed all his residuary real and personal property to his executors upon trust for sale and conversion at such time or times and in such manner as they should think fit, "but as to the business carried on by me in Sicily that they shall wind up and dispose of the same as soon as practicable after my death, and, if possible, within twelve months thereof, provided that they shall have the fullest power and discretion to postpone the sale calling in or conversion of the whole or any part or parts of my said property other than the said business." The testator also declared that "all the income arising from my estate shall until conversion be applied as if the same were income arising from the proceeds of such conversion, no part thereof being liable to be retained as capital." The testator directed his trustees to pay the income of the residuary estate when invested to his wife for life, and, subject thereto, the testator's infant daughter was entitled in remainder to the whole estate on her attaining twenty-one or being married. At the time of his death, in October, 1907, the testator was engaged in business in Sicily as a coal and general merchant, the capital employed by him in such business being £22,500, and the net profits for the years 1907, 1908, and 1909 being £1,721, £2,100, and £3,000 respectively. There was evidence that every effort had been made by the executors to dispose of the business, but without success. This summons was issued to determine how as between tenant for life and remainderman the profits of the business since the testator's death ought to be applied.

Eve, J.—On behalf of the infant it has been argued that on the true construction of this will the clause giving to the tenant for life the income of unconverted property does not extend to the profits earned in the business: first, because such profits cannot be properly described as "income arising from the estate" in that, although in one sense produced by the investment in the business of part of the estate, they are really brought into existence by the executors' conduct and carrying on the business, and are in that sense the product of the combined use of the testator's capital and the exertions of the executors; and secondly, because the clause giving a tenant for life the income of unconverted property is the usual appendage to a trust for conversion with a super-added power to postpone, but is not recognised as a usual or, indeed, as an appropriate appendage to a trust for immediate conversion. At the same time it is not contended that it is not open to a testator to direct an immediate conversion and to provide that if such immediate conversion is impracticable the income of the asset so long as it remains unconverted is to be paid to the tenant for life, and on behalf of the widow it is urged that this is what the testator has done. In my opinion, as a matter of construction, the expression "all the income arising from my estate" includes the profits arising from the business. Such profits represent the income accruing to the testator's estate from and by way of interest on his capital invested in the business, and although they are, no doubt, the product of the combined use of his capital and of the executor's skill, they, after all, represent the return coming to his estate for the use of his money. I think, too, the point is covered by authority. Sir George Jessel in *Re Huggins* (51 L. J. Ch. 935) says the word income is "as large a word as can be used" to denote a person's receipts. In *Re Chancellor* (26 Ch. D. 42) the Court of Appeal held a tenant for life by virtue of a gift of the rents, profits, and income accruing from unsold realty and unconverted personally to be entitled to the profits

of a business retained unconverted for two years under a power to postpone. And in *Re Crowther* (1895, 2 Ch. 56) Mr. Justice Chitty in like manner treated the profits of a business as included in a gift not "of" the rents, profits, and income, but of the income accruing from unsold realty and unconverted personality. On the first point, therefore, I do not think the argument on behalf of the infant ought to prevail. As to the second point, the evidence satisfies me that the business has been retained solely because the trustees have found it impracticable to dispose of it. I think the will shows that the testator clearly contemplated the possibility of such a contingency, and I do not see any sufficient grounds for limiting the application of the clause giving to the tenant for life the income of unconverted property to that part of the estate which is subject to the discretionary power to postpone. I think that the testator has shewn that he intends the income of the whole of his unconverted estate for the time being to be paid to the tenant for life, and, accordingly, I declare the widow to be entitled to the profits.—COUNSEL, *Inghen*, K.C., and *Guthrie-Smith*; *Jessel*, K.C., and *Mossop*; *Stainer*. SOLICITORS, *Stokes & Lewis*; *C. J. Parker*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

WIENER v. WILSONS AND FURNESS-LEYLAND LINE (LIM.).

Hamilton, J. 19th April.

BILLS OF LADING—CRAFT TRANSIT—VESSEL—EXCEPTIONS—UNSEAWORTHINESS—AMBIGUITY.

A bill of lading provided for the shipment of certain goods from London to Gloversville, in the United States of America, and contained a clause of exceptions which included damage from rain, frost, decay, pilferage, wastage, etc. It also contained exceptions in respect of damage or loss from boilers, etc., and "unseaworthiness, submerging or sinking of ship or admission of water into the vessel . . . unseaworthiness or unfitness of the vessel at commencement of, or before, or at any time during the voyage, perils of the seas, rivers, navigation or land transit of whatever nature or kind, and all damage, loss or injury arising from the perils or things above mentioned." At the end of the bill of lading were the words: "All the above exceptions and conditions shall apply from the time when the goods come into the possession or custody of the carriers or their agents in warehouse or wharf in course of land or water transit or in any other situation."

In a claim for damages by the shippers in respect of injury caused by the unseaworthiness of a barge in which the cargo was carried,

Held, that the word "vessel" in the bill of lading applied to the barge, and that, as a matter of construction, the last clause also had application to the barge, and the provision about unseaworthiness effectually protected the shipowners.

This was an action brought by the shippers of 97 bales of sheepskins for breach of a through bill of lading against the defendants, who granted them the bill of lading and received the sheepskins for carriage. The skins were, in fact, handed to a lighterman, and to a barge of which he was in charge, by the plaintiffs at St. Olave's Wharf, in London, and it was admitted that the defendants were liable for the lighter and lighterman, and also that the contract contained in the through bill of lading was applicable to that part of the transit of lighter to the carrying vessel, *The Anglian*, belonging to the defendants. The plaintiffs alleged that the barge in question, *The Amy*, was not seaworthy or reasonably fit for the carriage of the skins by reason of her not having a supply of tarpaulins with which to protect the skins from rain. The defendants contested the unseaworthiness, and also pleaded that they were protected from liability by the clauses of the bill of lading, the material portions of which are stated in the headnote.

HAMILTON, J., in the course of his judgment, said that the words "unseaworthiness or unfitness of the vessel" were abundantly capable of being applied to the barge *Amy* as well as to the ship *Anglian*. There were a good many passages in the bill of lading in which "vessel" was used as a term capable of wider interpretation than the words "steamer" or "ship." The next question was whether the words "unseaworthiness or unfitness of the vessel" were applied to the craft by the omnibus clause at the end, or whether it had been expressed so unambiguously as to entitle the shipowner to rely upon the exception. As to this he accepted the test laid down in *Elderslie v. Borthwick* (1905, A. C. 93), but the real crux came in the application of it. He thought, however, that the first thing that would occur to anyone reading the bill of lading at the end was: Here is a risk being tacked on antecedent to the carriage by sea. I am getting the right to have my goods carried under this bill of lading not only in the ship, but from the warehouse to the ship, and I see at the end that the shipowner claims to be as free from liability in warehouse, on wharf, or in craft, as he claimed to be in the earlier part of the bill of lading. It appeared to his lordship that he would then say: "There may be some doubt about some of these things, because they do not apply to a barge, although as to that there can be no real difficulty, because what does not apply to a barge does not apply to the case and may be struck out, but I understand this to mean that he intends that anything that can apply to a barge, from which he

is protected in the case of the ship, he intends to be protected against in the case of the barge." If that was so, it appeared to him that, as a matter of construction, the last clause applied to the barge, and the provision about unseaworthiness effectually protected the shipowners. In the result there would be judgment for the defendants with costs.—COUNSEL, *Bailhache*, K.C., and *Leck*, for the plaintiffs; *Scrutton*, K.C., and *Dawson Miller*, for the defendants. SOLICITORS, *Ballantyne, McNair, & Clifford*; *William A. Crump & Son*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Solicitors' Cases.

Re JESSOPP (A SOLICITOR). C.A. No. 2. 5th May.

PRACTICE—AFFIDAVIT—EXTRACTS FROM LETTERS WRITTEN WITHOUT PREJUDICE—STRIKING OUT—R. S. C. XXXVIII. 11.

The question of the admissibility in evidence of letters written without prejudice ought to be decided at the trial of an action, when all the facts are before the court, and not on an application under ord. 38, r. 11, to strike extracts from such letters out of an affidavit.

This was an appeal from a decision of Joyce, J., on an application by a mortgagor for an order to tax a bill of costs of his mortgagee's solicitor. The solicitor filed an affidavit with a view to shewing that there had been a settlement of the bill. The affidavit contained extracts from certain letters written to him by the mortgagor's solicitors without prejudice. The mortgagor applied that the extracts in question, which he alleged applied only to other bills of costs, might be struck out, as being embarrassing, vexatious, and oppressive. Joyce, J., dismissed the application. The mortgagor appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R.—I think this application is misconceived. In the first place, can it be said that the extracts from letters written without prejudice are "scandalous" within r. 11 of Order 38? That would be a new meaning to attach to the word "scandalous." Scandalous matter must, of course, be irrelevant; but to say that every irrelevant matter is scandalous would be going far beyond authority. Then, it is said that the court has jurisdiction to take oppressive documents off the file. I think that the answer given by the learned judge is consistent with common sense—that when the summons comes on to be heard the defendant can say that the letters were written without prejudice. Of course there are circumstances which may make letters written without prejudice admissible in evidence, but the time to settle whether these letters ought to be looked at seems to me to be when the summons for taxation comes on to be heard, and not a preliminary application of this kind. The appeal must be dismissed.

BUCKLEY, L.J., delivered judgment to the same effect. KENNEDY, L.J., agreed.—COUNSEL, *Hughes*, K.C., and *Hickman*; *Christopher James*. SOLICITORS, *Frederick Walker & Co.*; *E. & J. Mote*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Court of Criminal Appeal.

R. v. IRELAND. 5th Feb.

CRIMINAL LAW—APPEAL—RIGHT OF—CONVICTION ON INDICTMENT—SPECIAL VERDICT OF GUILTY, BUT INSANE—DETENTION DURING HIS MAJESTY'S PLEASURE—TRIAL OF LUNATICS ACT, 1883 (46 & 47 VICT. C. 38) s. 2—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, C. 23) s. 3.

The appellant was indicted for unlawfully wounding with intent to do grievous bodily harm. The jury found that he was guilty of the act charged against him but to have been insane, so as not to be responsible according to law for his actions at the time when he did the act—the special verdict under section 2 (1) of the Trial of Lunatics Act, 1883. The judge, in accordance with section 2 (2) of that Act ordered that the appellant should be kept in custody as a criminal lunatic till His Majesty's pleasure be known.

Held, that the appellant had been convicted on indictment within the meaning of section 3 of the Criminal Appeal Act, 1907, and that therefore he had a right of appeal to the Court of Criminal Appeal.

Appeal to the Court of Criminal Appeal. The facts appear sufficiently from the head-note and the judgment. It appeared that there was a count in the indictment for wounding with intent to murder; but the jury found their special verdict on the count for wounding with intent to do grievous bodily harm. By section 2 of the Trial of Lunatics Act, 1883: (1) "Where in any indictment or information any act or omission is charged against any person as an offence, and it is given in evidence on the trial of such person for that offence that he was insane, so as not to be responsible according to law for his actions at the time when the act was done or omission made, then, if it appears to the jury before whom such person is tried that he did the act or made the omission charged, but was insane as aforesaid at the time when he did or made the same, the jury shall return a special verdict to the effect that the accused was guilty of the act or omission charged against him, but was insane as aforesaid at the time when he did the act or made the omission." (2) "Where such special verdict is found the court shall order the accused to be kept in custody as a

criminal lunatic, in such place and in such manner as the court shall direct till Her Majesty's pleasure shall be known; and it shall be lawful for Her Majesty thereupon and from time to time to give such order for the safe custody of the said person during pleasure, in such place and in such manner as to Her Majesty may seem fit." By section 3 of the Criminal Appeal Act, 1907: "A person convicted on indictment may appeal under this Act to the Court of Criminal Appeal. . . ." [Then follow the conditions on which such a person may appeal.]

DARLING, J., delivered the following written and considered judgment of the COURT (DARLING, PICKFORD and COLERIDGE, JJ.): This question arises with reference to a person—the appellant—who was tried for the offence of wounding with intent to do grievous bodily harm and found guilty, but who was at the same time, in accordance with section 2 (1) of the Trial of Lunatics Act, 1883, found to be insane at the time of the commission of the offence. The question for the court is whether the appellant was a "person convicted on indictment" within the meaning of section 3 of the Criminal Appeal Act, 1907. The point is important, for by that section an appeal to this court is only given to a person convicted on indictment: "A person convicted on indictment may appeal under this Act to the Court of Criminal Appeal. . . ." Therefore the appellant has no appeal here unless he was a person convicted on indictment. If he was not convicted on indictment then he has no right of appeal. It would be a curious exception from the rule if a person found "guilty but insane" had no right of appeal to this court—an exception by no means in his favour. If that were intended by the Legislature we should have expected it to be stated in the Criminal Appeal Act, 1907, in express terms, especially as the word "conviction" has been regarded as a word of equivocal meaning. Now this special verdict was returned by virtue of the provision in section (2) 1 of the Trial of Lunatics Act, 1883. [His lordship read the sub-section (*ubi supra*).] It is worth noticing that the language of the sub-section is imperative: "The jury shall return a special verdict to the effect that the accused was guilty of the act or omission charged against him, but was insane as aforesaid at the time when he did the act or made the omission"; they are not merely to return a verdict guilty or not guilty. If we look back to the origin of trial by jury we find that a special verdict was the ordinary verdict. There always was and still is a right on the part of the jury to return a special verdict unless there is an Act of Parliament expressly forbidding them to exercise that right. But this sub-section provides that in the circumstances there mentioned the jury shall return a special verdict. In Hawkin's Pleas of the Crown, vol. 2, c. 47 s. 3, at p. 619 (8th ed.) we read: "Thirdly, that it is settled that the jury may give a special verdict in any criminal case, whether capital or not capital, as well as in a civil." The author cites many authorities for that proposition, and then he quotes from Kelyng's Reports—an authority not now perhaps of much weight—"that it is dishonourable for the court to suffer a special verdict in a plain case." But in this case, by section 2 (1) of the Criminal Lunatics Act, 1883, the jury shall return a special verdict. Hale says (see Hale's History of the Pleas of the Crown (1800, vol. 2, at p. 301): "The jury may find a special verdict, or may find the defendant guilty of the fact, but vary in the manner"—very much what the jury are required to do in a case coming within this sub-section. In another very authoritative book on criminal law, Foster's Crown Laws (see c. IV. Discourse II. "Of Homicide" at p. 279) the author says: "Having considered the cases of homicide justifiable and barely excusable, I will submit to the judgment of the learned reader what hath occurred to me touching the behaviour of the petit jury and what verdict they are to give in these cases, and likewise upon criminal prosecutions in the cases of infancy and insanity." In section 1 he said: "Though the jury may and have been formerly directed in the cases of infancy and insanity to find the special matter, whereupon the court is to give judgment of acquittal, yet under the direction of the court they may find a general verdict of acquittal without this circuity. This rule is founded in sound reason and substantial justice." Then he gives the reason: "For undoubtedly *crimen non contrahitur nisi voluntas nocendi intercedat*." Now it is plain that in the old days, before the Act of 1800 was passed, where it appeared that the accused did the deed but was insane at the time so as not to be responsible for the act according to law, the jury might return a general verdict of not guilty, or they might return a special verdict that the accused did the deed but was *non compos*, on which there was judgment of acquittal and the prisoner was released. Then section 1 of the Criminal Lunatics Act, 1800 (39 & 40 Geo. 3, c. 94), was passed, by which "The jury shall be required to find specially whether such a person was insane at the time of the commission of such offence and to declare whether such person was acquitted by them on account of such insanity," and if the jury found he was so insane he was to be kept in strict custody until His Majesty's pleasure should be known. Then section 2 of the Trial of Lunatics Act, 1883, was passed, by which the jury were required, where they found the prisoner to have been insane at the time of the act or omission so as not to be responsible for his actions according to law to bring in a verdict of "guilty but insane," and then by section 2 (2) of that Act: "where such a special verdict is found, the court shall order the accused to be kept in custody as a criminal lunatic . . . till His Majesty's pleasure shall be known; and it shall be lawful for His Majesty thereupon, and from time to time, to give such order for the safe custody of the person during pleasure in such place and in such manner as to His Majesty may seem fit." Now when the special verdict is brought in

and the prisoner is so sentenced, is that a conviction within the meaning of section 3 of the Criminal Appeal Act, 1907? If it is said the result is only a special verdict, what is the special verdict? Is it one of guilty or of not guilty? By the terms of section 2 of the Act of 1883 it certainly is not a verdict of not guilty, for "the jury shall return a special verdict to the effect that the accused was guilty of the act or omission charged against him, but was insane as aforesaid at the time." This is substituted for the old form, the special verdict of not guilty on the ground of insanity and that of merely "not guilty" which was recorded before 1800. And the accused being "guilty but insane" he is then to be treated as a criminal lunatic. Suppose a person so found "guilty but insane" were indicted again upon the same charge. What would he be entitled to plead? Any other person who had been tried could plead *autrefois acquit* or *autrefois convict*. Could such a person plead *autrefois acquit*? Clearly not, having regard to the terms of section 2 of the Trial of Lunatics Act, 1883, under which the special verdict was brought in. Could he plead *autrefois convict*? If not, he would be liable to be tried again, with, possibly, a different result. It cannot be that the law places him at such a disadvantage, for there is no provision for his pleading the special verdict on a subsequent trial. He has a right of appeal to this court if he is a person "convicted" on indictment. In Blackstone's Commentaries, vol. 4, at p. 355, it is said: "If the jury find him guilty he is then said to be convicted of the crime whereof he stands indicted. Which conviction may accrue two ways: either by him confessing the offence and pleading guilty, or by his being found so by the verdict of his country." Tindall, C.J., said in *Burgess v. Bootefoeur* (1844, 7 M. & Gr. 481): "The word conviction is undoubtedly *verbum equivocum*. It is sometimes used as meaning the verdict of jury and at other times, in its more strictly legal sense, for the sentence of the court. In the passage cited from Blackstone's Commentaries (*supra*) the term seems to be used in both senses." It is plain, then, that these words "conviction" and "convicted" are not words of very precise meaning. They are used with different meanings. The question for us is whether the word "conviction" may include the case where such a special verdict is brought in by the jury of guilty but insane under the terms of section 2 of the Trial of Lunatics Act, 1883, with the subsequent order prescribed by law. Our opinion is that in such a case there has been a conviction on indictment within the meaning of section 3 of the Criminal Appeal Act, 1907—an opinion which is strengthened by the terms of the other sections of that Act and of the rules made pursuant to that Act. We consider that this special verdict and the order consequent thereon do amount to a conviction, and that the appellant is a person convicted on indictment and as such has a right of appeal to this court.

On the 11th of February the appeal was heard upon its merits and dismissed.—COUNSEL, for the appellant, Percival Clarke; for the Crown, Bodkin. SOLICITORS, The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions.

[Reported by C. G. MORAN, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th of May, 1910:—

Aman, John Godfrey	Marriott, Neville Freckelton
Bowman, Anthony Harvey	Marriott, Thomas Frank Cantley
Brown, Leslie Clifford	Masser, Henry Thornton
Burgess, Thomas Walton	Maule, Edward Barry
Chadwick, John	Measures, Richard John
Chaloner, Arthur Ernest Gregory	Morgan, Arthur Mainwaring
Clark, Albert Douglas MacKillop	Morris, Charles John
Cottrell, George Frederick	Morris, Harry
Davis, John Owen	Pain, Nigel Squarey
Donovan, Jeremiah	Rankin, James
Enever, Frank Alfred	Robertshaw, Walter Greenwood
Fairbairn, Ernest Hulford	Robertson, Adam
Field, Edmund Ventris	Robson, Norman Spottiswood
Freeman, George William	Rumney, Thomas
Fulton-Smith, Graeme Gartshore	Sherman, Alfred
Gomme, Geoffrey James	Shirley, Vincent Charles
Higson, Harry Wright	Short, Francis Leslie
Humphreys, Noel Forbes	Skrine, Walter Vivian Douglas
Hurner, Alfred	Stokes, William Russell
Jackson, Howard Murray	Thomas, Charles
James, Cyril Hammond	Thorn, William Marchant Warner
Johnson, Arnold Miller	Wallace, George Malcolm
Johnson, Denys Billingham	Walton, William Lees Percival
Jones, Thomas Roberts	Williams, Owen Griffith
Lambert, Sidney	Williams, Ronald Duke
Linder, Sam	Wilson, Ernest Edward
Mainprice, Francis Henry	Wright, Cyril Frederick
Markby, Ralph Freeling	

The following candidates are certified by the examiners to have

passed with distinction, and will be entitled to compete at the Student-ship Examination in July, 1910 :—

Brown, Leslie Clifford
Clark, Albert Douglas MacKillop
Cottrell, George Frederick
Davis, John Owen

Gomme, Geoffrey James
Linder, Sam
Skrine, Walter Vivian Douglas

Number of candidates ... 94. Passed ... 55

By order of the Council,
S. F. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 19th May, 1910.

Obituary.

Judge J. S. Will, K.C.

The death is announced of Mr. John Shiress Will, K.C., in his sixty-ninth year. He was the son of Mr. John Will, of Jamaica, and was called to the Bar in 1864, and was made a Q.C. in 1883. In 1885 he was elected Member of Parliament for the Montrose district burghs, and retained the seat at the succeeding general elections of 1886, 1892, and 1895. In 1896 he retired in favour of Mr. John Morley, and in the same year was appointed County Court Judge of Circuit No. 7.

Legal News.

Appointments

Sir WILLIAM SNOWDON ROBSON, K.C., M.P., Attorney-General, has been sworn of the Privy Council.

Mr. E. B. SHARPLEY, solicitor, at present Town Clerk of the Borough of Tynemouth, has been appointed Town Clerk of the confederated county borough of Stoke-on-Trent.

Mr. F. W. W. KINGDON has been appointed an Assistant-Solicitor to the Inland Revenue Department.

Changes in Partnerships.

Dissolutions.

WARREN ECCLES HERTSLET and CHARLES GORDON BONSER, solicitors (Hertslet, Bonser, & Co.), 3, Verulam-buildings, Gray's-inn, London. May 2. [Gazette, May 20.]

ROBERT HENRY EDELSTON STUART BEHREND and WILLIAM WYLLIE RODGER, solicitors (R. H. Behrend & Rodger), 17, Surrey-street, Strand, London. Feb. 23. [Gazette, May 24.]

Information Required.

The Hon. ETHELDRED FLORENCE DILLON, formerly of Pudlicote House, Charlbury, Oxon, spinster, who died at Villa Coed Eos, Cannes, on March 17, 1910.—Any person who can afford material information concerning English wills made by the deceased since October, 1889, is requested to communicate with Dimond & Son, solicitors, Welbeck-street, London, W.

General.

Legal learning, says the American journal, *Case and Comment*, is worth just \$100 a pound in San Francisco, according to a decision alleged to have been rendered in the superior court in settling the amount that should be awarded for legal services to an attorney who had won a suit brought to recover damages for negligent injuries. After argument, the court said: "Bailiff, take the papers of this wise man of the law outside, and have them weighed. We shall allow him an even hundred dollars a pound for his legal learning." The bailiff reported the papers weighed two pounds and a half. "So be it," said the judge, "the learned counsellor is entitled to \$250. Call the next case." The decision, it is reported, will be appealed.

The death is announced of Professor Planck, one of the most eminent German jurists, best known for the very large share which he took in the work of the codification of German civil law. He was, says the *Times*, trained in the law at Berlin and Göttingen, and practised in the then Kingdom of Hanover. He was elected in 1867 to the Reichstag of the North German Confederation and to the Lower House of the Prussian Diet, but gave up his seat in both Houses after a few years in consequence of increasing blindness. It is from 1874, in which year Planck became practically blind, that his reputation as a jurist dates. In that year he was appointed member of a committee for codification of the then existing four different systems of civil law in Germany. Practically without intermission he continued to take part in the work until its completion in 1896, whereupon, together with other jurists, he began to write a commentary upon it. Planck's extraordinary memory, which, it is said, enabled him to quote by heart any of the 2,500 paragraphs of the code, made up in a great measure for what he lost by his blindness. Until a few terms ago Planck was lecturing at Göttingen University, where he was professor, on the work in which he had taken so pre-eminent a part.

The judges have fixed the following dates for holding the summer assizes on the North-Eastern Circuit :—Durham, Wednesday, 22nd of June; Newcastle, Thursday, 30th of June; York, Thursday, 7th of July; Leeds, Wednesday, 13th of July.

Dent, J., in *Griffith v. Blackwater Boom and Lumber Co.* (46 W. Va. 56) was, says the *American Case and Comment*, the author of the following rhetorical gem: "At the time the alleged breach occurred, the company had ceased to exist, save only in name, and its bones were already bleaching on the plains of corporate existence, amid millions of their kind."

Some heat appears to have been developed in the evidence before the Divorce Commission. On Wednesday Judge Woodfall said, according to the *Times*, that county court judges had to decide questions quite as anxious as those raised in divorce proceedings, and he felt some resentment at the evidence given in this respect by, he believed, one of the pundits of the Divorce Court.

In the Court of Session, Edinburgh, on the 18th inst., says the *Times*, Mr. Arthur Dewar, formerly Solicitor-General for Scotland and Member of Parliament for South Edinburgh, took his seat as a judge, with the time-honoured formalities, under the Bench title of Lord Dewar. Lord Dewar's commission was under the sign-manual of King Edward, and was dated April 23. The Lord President had received a letter superscribed by King George V., in which it was stated that, as owing to the vacation it had not been possible to give effect to his late Majesty's letter during his lifetime, and it was desirable that the authority contained therein should not lapse but be ratified and confirmed, his Majesty directed that effect should be given to his late Majesty's letter with all convenient despatch.

The Railway Commissioners sat at Edinburgh, on Wednesday, to hear arguments on points of law in the Scotch demurrage and siding rent cases, but it was found, says the *Times*, that the applications of the railway companies claiming payment for detention of wagons and undue occupation of sidings, together with the traders' answers and the companies' replies, extended to 357 pages of pleadings; a group of applications by traders occupied 412 pages of pleadings; and a third group relating to questions of right as regards the running of owners' wagons occupied 115 pages. Altogether the Commissioners are called upon to determine questions which the parties concerned have brought before them in 984 printed pages of pleadings. The cases were adjourned for hearing until October 25.

According to a Parliamentary paper just issued, giving the number and the total immediate cost per annum of the new officials, permanent or temporary, respectively, who have been appointed up to the close of the year 1909, in consequence of the legislation passed by the present Government, the total number of officials, permanent and temporary, so appointed has been 1,154, and the total immediate cost £130,212. Of these 694 appointments, costing £87,463, are permanent. The Commissioners of Inland Revenue have engaged 177 permanent and 48 temporary new officials, the charge for the latter being £1,570, and for the former £18,451. The Treasury solicitor has made three permanent new appointments costing £2,850, and three temporary ones costing £600. The Public Trustee has appointed 60 new officials, of whom 46 are permanent, at a cost of £8,066.

The report of the Committee of Public Accounts, just issued, contains the following statement as to the Public Trustee :—"Owing to the rapid growth of the business of this office, it has not yet been practicable to decide upon the form which the more permanent arrangements for administration and account should take. The Treasury have therefore directed the Comptroller and Auditor-General to apply on their behalf a fairly complete test audit to about 10 per cent. of the trust accounts of the Public Trustee, including a test verification of securities, leaving the question of the final shape of the audit to be settled later. The audit applied in the year under review has been of a similar character, but your committee are of opinion that steps should be taken to ensure that an annual statement of account is duly forwarded to the persons concerned in every trust. Your committee would draw attention to the fact that the Public Trustee has, under the Public Trustee Act (but subject, of course, to the investment clauses of the various trusts), sole and unchecked discretion in the investment of very large sums of money."

A rather unusual and dramatic scene took place, says the *New York Sun*, on the 14th of January, in the United States Supreme Court, when Miss Lydia B. Conley, a full-blooded Wyandotte Indian, unsuccessfully pleaded her own cause in an effort to prevent the sale of the burial ground of her ancestors. The ground in controversy is in the heart of Kansas City, and covers about three acres. The sale was ordered by the Secretary of the Interior under the provisions of the Indian allotment laws. Miss Conley's father, mother, and sister are buried there, and she brought suit to restrain the sale. The Federal Court for the District of Kansas dismissed the suit on the ground that it had no jurisdiction. Miss Conley claimed that the ground was set apart by formal treaty with her tribe, and that it could not be diverted for purposes other than the burial of the bodies of Wyandotte Indians. She contends that the obligations of this treaty are paramount to the laws of Congress. Miss Conley is the first Indian woman who has ever appeared before the United States Supreme Court. While she is not a member of the Bar, authority was given her to argue the case before the court under the practice which permits litigants in certain circumstances to appear. She made an impassioned appeal to the court, and the dignified justices

were evidently very much interested. Subsequently the Supreme Court affirmed the judgment of the lower court.

It is announced that there will be an election by the Council of Legal Education early in July to all the readerships and assistant readerships, namely:—Readerships: In Roman Law and Jurisprudence and International Law—Public and Private; Constitutional Law (English and Colonial) and Legal History; Evidence, Procedure (Civil and Criminal), and Criminal Law; the Law of Real Property and Conveyancing; Common Law; and Equity. Assistant Readerships: In Roman Law and Jurisprudence and International Law—Public and Private; the Law of Real and Personal Property and Conveyancing; Common Law; and Equity. Lectureship in Hindu and Mahomedan Law. The Council have power to re-appoint any of the present readers and assistant readers; but they will be glad to receive, at the offices of the Council, 15, Old-square, Lincoln's-inn, the names of any other gentlemen who are desirous of being appointed. The Readership in Constitutional Law (English and Colonial) and Legal History, and the Lectureship in Hindu and Mahomedan Law, will be vacant.

Replying to the toast of "The Bench" at the annual dinner of the Union Society of London, on Wednesday evening, Justice Vaughan Williams is reported to have said he was not quite sure that in all respects the changes brought about by the Judicature Act were good. They had got rid of some troublesome forms, but the result had not entirely been for the good administration of justice. As a member of the Court of Appeal he thought that court a bad thing, and the first thing he would do would be to abolish it. The further they got away from actual contact with the litigants and their trials the more they lost something to their advantage when they had ultimately to decide the fate of the action. The changes which had recently been made were not likely to increase the veneration of the people of this empire for the administration of justice. The more people became accustomed to the decision of causes and matters by Departments in which they might not have full confidence the more each and all of them would lose their veneration for justice and its administration.

With regard to the apparently official announcement of the intention of the Government to provide a law library at the Privy Council Office, on which we commented last week, it is now stated that such announcement was unauthorized and misleading. There is no intention on the part of His Majesty's Government to form any such library, the space available being quite inadequate for the purpose. In order to meet the wishes of the Canadian Government, one of the rooms at the Privy Council Office, assigned to the bar, has been fitted with shelves to hold any books that may be presented by that or any other Colonial Government; and these will be available for the use of counsel practising before the Judicial Committee. Nothing further is in contemplation. It may be added that there is at the Privy Council Office a very extensive law library, comprising many thousand volumes of English, Indian, and Colonial Acts, law reports, and text-books, which though intended primarily for the use of the court is also available for counsel and solicitors practising before the Judicial Committee.

A Domestic Relations Court, that will endeavour to bring together estranged married couples, will probably be established in New York City, says the *Evening Standard*. A Bill making provision for the court was recently introduced in the New York State Legislature, and the committee of the Senate to which it was referred has reported it back with the recommendation that it be passed into law. The idea of the court was initiated by the Legal Aid Bureau of the New York Educational Alliance, which provides court assistance for poor litigants. The bureau has recently become convinced that much of the domestic litigation with which it has been concerned could be avoided if the court before which marital troubles were heard could be empowered to act as a peacemaker, instead of simply extending legal rights to the litigants. The Domestic Relations Court is the outcome. It will cover the whole subject of domestic troubles, except divorce, and practically all its work will be concerned with the poor. Most of the cases on which it will be called to pass judgment are desertion and abandonment, by far the larger part of which are suits brought by women. Under the present law the woman has to apply to an ordinary court, mingling with criminals. She obtains a summons, and the husband either gives sureties to support his wife or he is sent to prison. The result in most cases is a complete break-up of the home and hatred for the wife generated in the husband. Under the new law an applicant for a summons will go direct to the Domestic Relations Court, and the judge will act the part of peacemaker, trying to induce husband and wife to make up their differences and live together harmoniously.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice WARRINGTON.	Mr. Justice NEVILL.	Mr. Justice PARKER.	Mr. Justice EVANS.
Monday ..May 30	Mr. Farmer	Mr. Leach	Mr. Theod. Church	Mr. Borrer	Mr. Swinfen Eady	
Tuesday ..June 1	Mr. Bloxam	Mr. Farmer	Mr. Theod. Church	Mr. Borrer	Mr. Swinfen Eady	
Wed.June 1	Mr. Theod. Church	Mr. Bloxam	Mr. Synges	Mr. Leach	Mr. Borrer	
Thursday ..June 2	Mr. Church	Mr. Theod. Church	Mr. Goldschmidt	Mr. Bloxam	Mr. Theod. Church	
Friday ..June 3	Mr. Synges	Mr. Church	Mr. Goldschmidt	Mr. Bloxam	Mr. Theod. Church	
Saturday ..June 4	Mr. Goldschmidt	Mr. Synges	Mr. Theod. Church	Mr. Bloxam	Mr. Theod. Church	

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILL.	Mr. Justice PARKER.	Mr. Justice EVANS.
Monday ..May 30	Mr. Goldschmidt	Mr. Bloxam	Mr. Synges	Mr. Beal
Tuesday ..June 1	Mr. Greswell	Mr. Theod. Church	Mr. Goldschmidt	Mr. Borrer
Wed.June 1	Mr. Beal	Mr. Synges	Mr. Goldschmidt	Mr. Leach
Thursday ..June 2	Mr. Borrer	Mr. Synges	Mr. Beal	Mr. Farmer
Friday ..June 3	Mr. Leach	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam
Saturday ..June 4	Mr. Farmer	Mr. Greswell	Mr. Leach	Mr. Theod. Church

TRINITY SITTINGS, 1910.

COURT OF APPEAL.

APPEAL COURT I.

Ex parte Applications and Appeals from the King's Bench Division (Interlocutory List) will be in the Paper for hearing on May 24th.

Appeals in the Final and New Trial List will be taken in this Court.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

Ex parte Applications and Appeals from the Chancery, Probate and Divorce Division (Interlocutory List) and Chancery General List will be in the Paper for hearing on May 24th.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Tues., May 24.	Mots, sht caus, and pets.
Wednesday 25.	Non-wit list
Thursday ..26.	Non-wit list
Friday ..27.	Mots and non-wit list
Saturday ..28.	Liverpool and Manchester business
Monday ..29.	Sitting in chambers
Tuesday ..30.	Sht caus, pets, fur con and non-wit list
Wed., June 1.	Non-wit list
Thursday ..2.	Non-wit list
Friday ..3.	Mots and non-wit list
Saturday ..4.	Non-wit list
Monday ..5.	Sitting in chambers
Tuesday ..6.	Sht caus, pets, fur con and non-wit list
Wednesday 7.	Non-wit list
Thursday ..8.	Non-wit list
Friday ..9.	Mots and non-wit list
Saturday ..10.	Non-wit list
Monday ..11.	Sitting in chambers
Tuesday ..12.	Sht caus, pets, fur con and non-wit list
Wednesday 13.	Non-wit list
Thursday ..14.	Non-wit list
Friday ..15.	Mots and non-wit list
Saturday ..16.	Non-wit list
Monday ..17.	Sitting in chambers
Tuesday ..18.	Sht caus, pets, fur con and non-wit list
Wednesday 19.	Non-wit list
Thursday ..20.	Non-wit list
Friday ..21.	Mots and non-wit list
Saturday ..22.	Non-wit list
Monday ..23.	Sitting in chambers
Tuesday ..24.	Sht caus, pets, fur con and non-wit list
Wednesday 25.	Non-wit list
Thursday ..26.	Non-wit list
Friday ..27.	Mots and non-wit list
Saturday ..28.	Non-wit list
Monday ..29.	Sitting in chambers
Tuesday ..30.	Sht caus, pets, fur con and non-wit list
Wednesday 31.	Non-wit list
Thursday ..1.	Non-wit list
Friday ..2.	Mots and non-wit list
Saturday ..3.	Non-wit list
Monday ..4.	Sitting in chambers
Tuesday ..5.	Sht caus, pets, fur con and non-wit list
Wednesday 6.	Non-wit list
Thursday ..7.	Non-wit list
Friday ..8.	Mots and non-wit list
Saturday ..9.	Non-wit list
Monday ..10.	Sitting in chambers
Tuesday ..11.	Sht caus, pets, fur con and non-wit list
Wednesday 12.	Non-wit list
Thursday ..13.	Non-wit list
Friday ..14.	Mots and non-wit list
Saturday ..15.	Non-wit list
Monday ..16.	Sitting in chambers
Tuesday ..17.	Sht caus, pets, fur con and non-wit list
Wednesday 18.	Non-wit list
Thursday ..19.	Non-wit list
Friday ..20.	Mots and non-wit list
Saturday ..21.	Non-wit list
Monday ..22.	Sitting in chambers
Tuesday ..23.	Sht caus, pets, fur con and non-wit list
Wednesday 24.	Non-wit list
Thursday ..25.	Non-wit list
Friday ..26.	Mots and non-wit list
Saturday ..27.	Non-wit list
Monday ..28.	Sitting in chambers
Tuesday ..29.	Sht caus, pets, fur con and non-wit list
Wednesday 30.	Non-wit list
Thursday ..31.	Non-wit list
Friday ..1.	Mots and non-wit list
Saturday ..2.	Non-wit list
Monday ..3.	Sitting in chambers
Tuesday ..4.	Sht caus, pets, fur con and non-wit list
Wednesday 5.	Non-wit list
Thursday ..6.	Non-wit list
Friday ..7.	Mots and non-wit list
Saturday ..8.	Non-wit list
Monday ..9.	Sitting in chambers
Tuesday ..10.	Sht caus, pets, fur con and non-wit list
Wednesday 11.	Non-wit list
Thursday ..12.	Non-wit list
Friday ..13.	Mots and non-wit list
Saturday ..14.	Non-wit list
Monday ..15.	Sitting in chambers
Tuesday ..16.	Sht caus, pets, fur con and non-wit list
Wednesday 17.	Non-wit list
Thursday ..18.	Non-wit list
Friday ..19.	Mots and non-wit list
Saturday ..20.	Non-wit list
Monday ..21.	Sitting in chambers
Tuesday ..22.	Sht caus, pets, fur con and non-wit list
Wednesday 23.	Non-wit list
Thursday ..24.	Non-wit list
Friday ..25.	Mots and non-wit list
Saturday ..26.	Non-wit list
Monday ..27.	Sitting in chambers
Tuesday ..28.	Sht caus, pets, fur con and non-wit list
Wednesday 29.	Non-wit list
Thursday ..30.	Non-wit list
Friday ..31.	Mots and non-wit list
Saturday ..1.	Non-wit list
Monday ..2.	Sitting in chambers
Tuesday ..3.	Sht caus, pets, fur con and non-wit list
Wednesday 4.	Non-wit list
Thursday ..5.	Non-wit list
Friday ..6.	Mots and non-wit list
Saturday ..7.	Non-wit list
Monday ..8.	Sitting in chambers
Tuesday ..9.	Sht caus, pets, fur con and non-wit list
Wednesday 10.	Non-wit list
Thursday ..11.	Non-wit list
Friday ..12.	Mots and non-wit list
Saturday ..13.	Non-wit list
Monday ..14.	Sitting in chambers
Tuesday ..15.	Sht caus, pets, fur con and non-wit list
Wednesday 16.	Non-wit list
Thursday ..17.	Non-wit list
Friday ..18.	Mots and non-wit list
Saturday ..19.	Non-wit list
Monday ..20.	Sitting in chambers
Tuesday ..21.	Sht caus, pets, fur con and non-wit list
Wednesday 22.	Non-wit list
Thursday ..23.	Non-wit list
Friday ..24.	Mots and non-wit list
Saturday ..25.	Non-wit list
Monday ..26.	Sitting in chambers
Tuesday ..27.	Sht caus, pets, fur con and non-wit list
Wednesday 28.	Non-wit list
Thursday ..29.	Non-wit list
Friday ..30.	Mots and non-wit list
Saturday ..31.	Non-wit list

WEDNESDAY 27. Non-wit list

Thursday ..28. Motions

Friday ..29. Remaining motions

Saturday ..30

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT I.

MR. JUSTICE SWINFEN EADY.

Tues., May 24.	Mots and non-wit list
Wednesday 25.	Companies Acts and non-wit list
Thursday ..26.	Non-wit list
Friday ..27.	Mots and non-wit list
Saturday ..28.	Sht caus, pets, and non-wit list
Monday ..29.	Sitting in chambers
Tuesday ..30.	Companies Acts and non-wit list
Wed., June 1.	Non-wit list
Thursday ..2.	Non-wit list
Friday ..3.	Mots and non-wit list
Saturday ..4.	Sht caus, pets, and non-wit list
Monday ..5.	Sitting in chambers
Tuesday ..6.	Companies Acts and non-wit list
Wednesday 7.	Non-wit list
Thursday ..8.	Non-wit list
Friday ..9.	Mots and non-wit list
Saturday ..10.	Sht caus, pets, and non-wit list
Monday ..11.	Sitting in chambers
Tuesday ..12.	Companies Acts and non-wit list
Wednesday 13.	Non-wit list
Thursday ..14.	Non-wit list
Friday ..15.	Mots and non-wit list
Saturday ..16.	Sht caus, pets, and non-wit list
Monday ..17.	Sitting in chambers
Tuesday ..18.	Companies Acts and non-wit list
Wednesday 19.	Non-wit list
Thursday ..20.	Non-wit list
Friday ..21.	Mots and non-wit list
Saturday ..22.	Sht caus, pets, and non-wit list
Monday ..23.	Sitting in chambers
Tuesday ..24.	Companies Acts and non-wit list
Wednesday 25.	Non-wit list
Thursday ..26.	Non-wit list
Friday ..27.	Mots and non-wit list
Saturday ..28.	Sht caus, pets, and non-wit list
Monday ..29.	Sitting in chambers
Tuesday ..30.	Companies Acts and non-wit list
Wednesday 31.	Non-wit list
Thursday ..1.	Non-wit list
Friday ..2.	Mots and non-wit list
Saturday ..3.	Sht caus, pets, and non-wit list
Monday ..4.	Sitting in chambers
Tuesday ..5.	Companies Acts and non-wit list
Wednesday 6.	Non-wit list
Thursday ..7.	Non-wit list
Friday ..8.	Mots and non-wit list
Saturday ..9.	Sht caus, pets, and non-wit list
Monday ..10.	Sitting in chambers
Tuesday ..11.	Companies Acts and non-wit list
Wednesday 12.	Non-wit list
Thursday ..13.	Non-wit list
Friday ..14.	Mots and non-wit list
Saturday ..15.	Sht caus, pets, and non-wit list
Monday ..16.	Sitting in chambers
Tuesday ..17.	Companies Acts and non-wit list
Wednesday 18.	Non-wit list
Thursday ..19.	Non-wit list
Friday ..20.	Mots and non-wit list
Saturday ..21.	Sht caus, pets, and non-wit list
Monday ..22.	Sitting in chambers
Tuesday ..23.	Companies Acts and non-wit list
Wednesday 24.	Non-wit list
Thursday ..25.	Non-wit list
Friday ..26.	Mots and non-wit list
Saturday ..27.	Sht caus, pets, and non-wit list
Monday ..28.	Sitting in chambers
Tuesday ..29.	Companies Acts and non-wit list
Wednesday 30.	Non-wit list
Thursday ..31.	Non-wit list
Friday ..1.	Mots and non-wit list
Saturday ..2.	Sht caus, pets, and non-wit list
Monday ..3.	Sitting in chambers
Tuesday ..4.	Companies Acts and non-wit list
Wednesday 5.	Non-wit list
Thursday ..6.	Non-wit list
Friday ..7.	Mots and non-wit list
Saturday ..8.	Sht caus, pets, and non-wit list
Monday ..9.	Sitting in chambers
Tuesday ..10.	Companies Acts and non-wit list
Wednesday 11.	Non-wit list
Thursday ..12.	Non-wit list
Friday ..13.	Mots and non-wit list
Saturday ..14.	Sht caus, pets, and non-wit list
Monday ..15.	Sitting in chambers
Tuesday ..16.	Companies Acts and non-wit list
Wednesday 17.	Non-wit list
Thursday ..18.	Non-wit list
Friday ..19.	Mots and non-wit list
Saturday ..20.	Sht caus, pets, and non-wit list
Monday ..21.	Sitting in chambers
Tuesday ..22.	Companies Acts and non-wit list
Wednesday 23.	Non-wit list
Thursday ..24.	Non-wit list
Friday ..25.	Mots and non-wit list
Saturday ..26.	Sht caus, pets, and non-wit list
Monday ..27.	Sitting in chambers
Tuesday ..28.	Companies Acts and non-wit list
Wednesday 29.	Non-wit list
Thursday ..30.	Non-wit list
Friday ..31.	Mots and non-wit list
Saturday ..1.	Sht caus, pets, and non-wit list
Monday ..2.	Sitting in chambers
Tuesday ..3.	Companies Acts and non-wit list
Wednesday 4.	Non-wit list
Thursday ..5.	Non-wit list
Friday ..6.	Mots and non-wit list
Saturday ..7.	Sht caus, pets, and non-wit list
Monday ..8.	Sitting in chambers
Tuesday ..9.	Companies Acts and non-wit list
Wednesday 10.	Non-wit list
Thursday ..11.	Non-wit list
Friday ..12.	Mots and non-wit list
Saturday ..13.	Sht caus, pets, and non-wit list
Monday ..14.	Sitting in chambers
Tuesday ..15.	Companies Acts and non-wit list
Wednesday 16.	Non-wit list
Thursday ..17.	Non-wit list
Friday ..18.	Mots and non-wit list
Saturday ..19.	Sht caus, pets, and non-wit list
Monday ..20.	Sitting in chambers
Tuesday ..21.	Companies Acts and non-wit list
Wednesday 22.	Non-wit list
Thursday ..23.	Non-wit list
Friday ..24.	Mots and non-wit list
Saturday ..25.	Sht caus, pets, and non-wit list
Monday ..26.	Sitting in chambers
Tuesday ..27.	Companies Acts and non-wit list
Wednesday 28.	Non-wit list
Thursday ..29.	Non-wit list
Friday ..30.	Mots and non-wit list
Saturday ..31.	Sht caus, pets, and non-wit list

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CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Except when other Business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Witnesses daily throughout the sittings.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses daily throughout the sittings.

COURT OF APPEAL.

TRINITY SITTINGS, 1910.

The appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1909.

In re George Hodges, dec. Hodges and ors v Hodges and ors appl of deft J A Hodges from order of Mr Justice Warrington, dated Oct 16, 1909 Dec 20

1910.

Bagasse Fibre Co ld v William Hinton & Son appl of plffs from order of Mr Justice Neville, dated Dec 3, 1909 March 17
Mainwaring v Clarina appl of plff from order of Mr Justice Neville, dated Dec 21, 1909 March 21
In re Edward Pilgrim, dec. Powell v Windiate appl of defts from order of Mr Justice Warrington, dated Feb 17, 1910 April 1
In re The Wier Hospital Charity In re The Mortmain and Charitable Uses Act, 1891 In re The Charitable Trusts Act, 1853 appl of The Mayor, &c, of Wandsworth from order of Mr Justice Eve, dated March 17, 1910 April 1
Eccles Corp v The South Lancashire Tramways Co appl of plffs from order of Mr Justice Eve, dated Jan 27, 1910 April 9
Willmott v The London Road Car Co ld appl of defts from order of Mr Justice Neville, dated April 6, 1910 April 20
In re Companies (Consolidation) Act, 1903, and In re Columbian Fireproofing Co ld appl of J D O'Brien, the Liquidator, from order of Mr Justice Neville, dated April 12, 1910 April 25
In re J Russell, dec. Purkis and anr v Russell and ors appl of plffs from order of Mr Justice Eve, dated Jan 11, 1910 April 25
In re Ward, Bowie & Co and In re taxn of costs appl of applicant P J Goddard from order of Mr Justice Swinfen Eady, dated April 14, 1910 (produce order) April 26
The Society of Architects v Kendrick appl of plffs from order of Mr Justice Joyce, dated April 22, 1910 (produce order) May 3
Appleyard v Templeton & Cox appl of plff from order of Mr Justice Warrington, dated Feb 3, 1910 May 3
In re Thursby's Settlement Trusts Grant v Littledale appl of deft from order of Mr Justice Warrington, dated April 15, 1910 May 6
Beatty v Courage appl of plff from order of Mr Justice Neville, dated April 12, 1910 May 6
Fox v Astrachans ld appl of defts from order of Mr Justice Neville, dated May 4, 1910 (produce order) May 7
Williams v Weston-super-Mare Urban District Council appl of plff from order of Mr Justice Neville, dated Nov 18, 1909 May 10
In re Ann Sparkes, widow, dec. Kemp-Welch and ors v Kemp-Welch and ors appl of defts from order of Mr Justice Neville, dated March 3, 1910 May 11
The British South Africa Co ld v De Beers Consolidated Mines ld appl of defts from order of Mr Justice Swinfen Eady, dated Feb 10, 1910 (produce order) May 12

KING'S BENCH COURT.

MR. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the sittings.

During these sittings the Court will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting.

CHANCERY COURT IV.

MR. JUSTICE PARKER.

In this Court the work will be taken as follows:—

Mondays, 10.30—Chamber summonses.
3.0—Short causes and short petitions.

Tuesdays—Further considerations, long petitions and non-witness list.

Wednesdays—Non-witness list.

Thursdays—Non-witness list.

Fridays—Motions and non-witness list.

There will be no Saturday sittings, but the Court will sit till 4.30 on other days.

N.B.—In order that a petition may be marked short and come into the Paper on a Monday a Certificate of Counsel stating that it is not likely to last more than 20 minutes should be lodged with the Cause Clerk not later than 12 o'clock on the previous Friday.

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1910.

Probate In re Hailstone, dec. Hopkinson v Carter appl of deft from order of The President, dated May 3, 1910 May 13
Divorce Oppermann v Oppermann & Hooke appl of co-respt from order of Mr Justice Bagnave Deane, dated April 30, 1910 May 13

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1910.

In re J Taylor, dec. Howarth v Taylor appl of plff from order of Vice-Chancellor (Preston District), dated Feb 15, 1910 April 14
Howarth v Mayhew Compo Board ld and ors appl of defts Nelson & Smithies from orders of Vice-Chancellor (Manchester District), dated Nov 22, 1909, and April 25, 1910 May 7

FROM THE PROBATE AND DIVORCE DIVISION.

(New Trial Paper.)

1910.

In re Huxtable, dec. Hayman & Clark v Huxtable appl of deft from judgment of Mr Justice Bagnave Deane, dated April 14, 1910 April 23

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Debtor), No 134 of 1910, from a Receiving Order made herein on the 11th April, 1910, by Mr Registrar Hope
In re A Debtor (expte The Debtor), No 8 of 1910 (County Court of Surrey, holden at Croydon), from a Receiving Order made herein on the 23rd April, 1910, by the Divisional Court (Phillimore and Coleridge, JJ)
In re A Debtor (expte The Debtor), No 318 of 1910, from a Receiving Order made herein on the 26th April, 1910, by Mr Registrar Giffard

FROM THE KING'S BENCH DIVISION.

(Final List.)

Judgment Reserved.

In re the Arbitration Act, 1839 Wallis, Son & Wells v Pratt & Hayne appl of respt from judgment of Mr Justice Bray on a special case, dated Jan 25, 1910 (c a v May 4)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1909.

The Mayor &c of Kingston-on-Thames (applicants) v Baverstock and ors (respts) appl of applicants from judgment of the Lord Chief Justice and Justices Jelf and Sutton, dated June 9, 1909 (s o till June 11) July 2
Jones v Great Central Ry Co appln of defts for judgment or new trial on appl from verdict and judgment, dated June 18, 1909, at trial before Mr Justice Bucknill and a special jury, York (s o for day to be fixed) July 16

1910.

Kirkwood v Wilson & East appl of plff from judgment of Mr Justice Warrington (sitting as an additional Judge of the K B Div), without a jury, Middlesex, dated Feb 3, 1910 (to come on after judgment in House of Lords) Feb 14
Anderson v T Tilling ld and anr appln of defts Tilling for judgment or new trial on appl from verdict and judgment, dated Feb 4, 1910, at trial before Mr Justice Channell and a common jury, Middlesex Feb 15
Anderson v T Tilling ld appln of deft Jackson from same judgment, dated Feb 4, 1910 Feb 16
Saw v Whitcombe appl of plff from judgment of Mr Justice Channell, without a jury, Middlesex, dated Jan 26, 1910 Feb 17
Edelsten v H B Marinelli ld appln of defts for judgment or new trial on appl from verdict and judgment, dated Feb 8, 1910, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 17
Geoch v Reading Palace (Theatre) of Varieties ld appln of plff for judgment or new trial on appl from verdict and judgment, dated Feb 3, 1910, at trial before Mr Justice Grantham and a special jury, Reading Feb 18
Moel Tryvan Ship Co ld v A Weir & Co appl of plff from judgment of Mr Justice Bray, without a jury, Lancaster, dated Dec 20, 1909 Feb 18
Clement Motor Co ld v Wilkinson appl of deft from judgment of Mr Justice A T Lawrence, without a jury, Middlesex, dated Feb 10, 1910 (s o until June 15) Feb 22
Shrimpton v Hertfordshire County Council appln of defts for judgment or new trial on appl from verdict and judgment, dated Feb 12, 1910, at trial before Mr Justice Channell and a special jury, Hertford Feb 22
Evans v Rival Granite Quarry Co ld (North and South Wales Bank ld, garnishees—Pitman, clmt) appl of plff from judgment of Justices Phillimore and Bucknill, dated Feb 9, 1910 Feb 23

Board of Trade, *respts v The Employers' Liability Assee Corp'n* (appls) appl of defts from judgt of Mr Justice Phillimore on special case, dated Dec 13, 1909 Feb 23

Gordon v Chief Commr of the Metropolitan Police appl of plff from judgt of Mr Justice Warrington (sitting as an additional judge of the K B Div), dated Feb 8, 1910 Feb 23

In the Matter of R W Stead, a solr, &c and In the Matter of the taxn of costs appl of Stead and anr from judgt of Mr Justice Walton, dated Feb 16, 1910 Feb 24

In re Same and Same appl of A J Stead from judgt of Mr Justice Walton, dated Feb 16, 1910 Feb 24

Sowell v Goyt Spinning Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 18, 1910, at trial before Mr Justice Walton and a special jury, Manchester, and cross-notice by plff, dated March 4, 1910 Feb 25

Whinney v The Moss Steamship Co ld appl of plff from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated Feb 7, 1910 March 1

Kish v Compagnie l'Union des Gaz appl of defts from judgt of Mr Justice Pickford, without a jury, Middlesex, dated Dec 21, 1909 March 1

Best v Priddy & Hale appl of plff from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated Feb 15, 1910 March 1

Gwynnes v A Fasey & Son appl of plffs from judgt of Mr Justice Pickford, without a jury, Middlesex, dated Feb 15, 1910 March 1

Flecknoe v Thompson appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 19, 1910, at trial before Mr Justice Grantham and a special jury, Gloucester March 2

Macgregor v Peet and Peet v Macgregor and anr appl of deft from judgt of Mr Commr Parfitt, KC, without a jury, Leicester, dated Feb 11, 1910 (s o liberty to apply) March 2

Riley v National Cash Register Co ld appln of plff for judgt or new trial on appl from verdict and judgt, dated Feb 10, 1910, at trial before Mr Justice Ridley and a special jury, Middlesex March 2

Denaby and Cadeby Main Collieries ld v Anson appl of plffs from judgt of Mr Justice A T Lawrence, without a jury, Middlesex, dated Feb 23, 1910 (s o Trinity) March 2

Societe Generale v Simon & Whelon appl of plff from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated Jan 20, 1910 March 3

Capital and Counties Cafés ld v Aked appl of deft from judgt of Mr Justice Ridley in Chambers, dated Feb 11, 1910 March 4

Refuge Assee Co ld v Jagger appl of plffs from judgt of Mr Justice Bray, without a jury, Manchester, dated Dec 14, 1909 March 4

Churton v Provincial Motor Cab Co appln of plff for judgt or new trial on appl from verdict and judgt, dated Dec 6, 1909, at trial before Mr Justice Ridley and a common jury, Liverpool March 4

The Attorney-General, on the relation of the Valley Rural District Board v Jones appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 27, 1910, at trial before Mr Justice Pickford and a common jury, Beaumaris March 8

Percy Edwards ld v Vaughan appln of deft for judgt or new trial on appl from verdict and judgt, dated March 7, 1910, at trial before Mr Justice Hamilton and a special jury, Middlesex March 11

Sayers v Crutchley appl of plff from judgt of Mr Justice Coleridge, without a jury, dated March 8, 1910 March 14

Lloyd's Bank ld v C G Smith & Co ld and ors (Harry Feast, Garnishee—James Cartland & Son ld, clmts) appl of plffs from judgt of Justices Phillimore and Bucknill, dated Feb 22, 1910 March 19

Thomas v Lyons appln of deft for judgt or new trial on appl from verdict and judgt, dated March 18, 1910, at trial before Mr Justice Grantham and a special jury, Monmouth March 21

Humphries v Humphries appl of deft from judgt of Justices Phillimore and Bucknill, dated Feb 26, 1910 March 21

Young, King & Co ld v Galbraith Grant ld appl of defts from judgt of The Lord Chief Justice, without a jury, London, dated Jan 26, 1910 March 21

Hayward v Puponga Coal, &c, Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 4, 1910, at trial before Mr Justice Grantham and a special jury, Shrewsbury March 21

Stewart v Plummer appln of plffs for judgt or new trial on appl from verdict and judgt, dated March 8, 1910, at trial before Mr Justice Channell and a special jury, Lewes March 22

Robinson v Carr appl of plff from judgt of Mr Justice Channell, dated March 11, 1910 (security ordered) March 22

Harwood v The British Equitable Bond and Mortgage Corp'n ld appl of plff from judgt of Mr Justice Walton, without a jury, Liverpool, dated March 1, 1910 March 22

Attorney-Gen v The Caledonian Ry Co (*Revenue Side*) appl of defts from judgt of Mr Justice Bray, dated March 4, 1910 March 24

Clark (Surveyor of Taxes) Applt v The Sun Insee Office (*respts Revenue Side*) appl of applt from judgt of Mr Justice Bray, dated March 4, 1910 March 24

Muir v Sofiano appln of deft for judgt or new trial on appl from verdict and judgt, dated March 16, 1910, at trial before Mr Justice Lawrence and a special jury, Middlesex March 24

W Cory & Sons ld v W France Fenwick & Co ld appl of plffs from judgt of Mr Commissioner Scrutton, K.C., without a jury, Durham, dated Feb 26, 1910 March 24

Blaiberg v Calvert appl of deft from judgt of Mr Justice Hamilton, without a jury, London, dated Feb 28, 1910 March 24

Russell v Crawford appln of deft for judgt or new trial on appl from verdict and judgt, dated March 19, 1910, at trial before Mr Justice Darling and a special jury, Middlesex March 30

Hirschfeld Bros ld v George Simpson & Co ld appl of defts from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated March 18, 1910 March 30

Iles v Lanchester Motor Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 17, 1910, at trial before Mr Justice Darling and a common jury, Birmingham March 30

Groombridge v Bass, Ratcliff & Gretton ld and ors appln of plff for judgt or new trial on appl from verdict and judgt, dated March 21, 1910, at trial before Mr Justice Jelf and a common jury, Middlesex March 30

Groombridge v Bass, Ratcliff & Gretton ld and ors appln of defts for judgt or new trial on appl from verdict and judgt, dated March 21, 1910, at trial before Mr Justice Jelf and a common jury, Middlesex April 1

Hobbs v Mayor, &c, of Winchester appl of defts from judgt of Mr Justice Channell, without jury, Middlesex, dated March 21, 1910 April 2

Groombridge v Bass, Ratcliff & Co ld and ors appl of plff from judgt of Mr Justice Jelf and a common jury, Middlesex, dated March 21, 1910 April 5

Freeman v Butterworth appln of deft for judgt or new trial on appl from verdict and judgt, dated March 17, 1910, at trial before Mr Justice Walton and a special jury, Manchester April 5

Fitter v Holmes appl of deft from judgt of Mr Justice Darling, without a jury, Birmingham, dated March 21, 1910 April 6

Larrinaga and ors v Schintz & Co appl of defts from judgt of Mr Justice Walton, without a jury, Liverpool, dated March 9, 1910 April 6

(To be continued.)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1910.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Mr. Justice JOYCE will take his business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester Business on Saturdays, the 28th May, 11th June, 2nd, 9th and 23rd July.

Mr. Justice SWINFEN EADY will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice WARRINGTON.—Except when other Business is advertised in the Daily Cause List Mr. Justice Warrington will sit for the disposal of His Lordship's Witness List daily throughout the Sittings.

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice PARKER will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the Sittings. During these Sittings Mr. Justice EVE will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice PARKER.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to May 14th, 1910.

Before Mr. Justice JOYCE.
Retained by Order.
Causes for Trial (with Witnesses).
Smith v Anglo-American Oil Co act

Reynolds v Ichester act
Lane and Chaplin v Lane act pt hd

Rome v Stuart act
Cayford v Stevens act, counter-claim and m f j
Bastow v Denham act

In re Wilkinson Ratcliffe v Wilkinson act

General Land Drainage and Improvement Co v United Counties Bank ld act (fixed for June 14)

Causes for Trial without Witnesses and Adjourned Summonses.
In re Alfred Caton, dec Caton v Valcher adjd summs

In re Unite, dec Edwards v Harrison adjd summs
In re Breeds and Co ld Clement v The Company adjd summs

In re Treherne, dec Weldon v Treherne adjd summs

In re Dawson, dec Smith v Dawson adjd sums
 In re Armstrong, dec Major v Marchion adjd sums
 In re Shanks, dec Shanks v Shanks adjd sums
 In re Thomas Williams, dec Williams v Williams adjd sums
 In re Whitehead, dec Bowman v Comtessa Bingl Selvates Esterse adjd sums
 Walthamstow Urban District Council v Brown and Vardy adjd sums
 In re W Wailes Jack v Strong adjd sums
 In re J C Stephens, dec Mason v Stephens adjd sums
 In re Perrin's Estate Perrin v Luxton adjd sums
 In re Clarke, dec Clarke v Fraser and ors adjd sums
 In re Baskerville, dec Baskerville v Baskerville adjd sums
 In re Robert Kay, dec Turnbull and anr v Newby and anr adjd sums
 In re S. Griffin dec Bendell and anr v Griffin adjd sums
 In re T P Hinchcliffe, dec Hastings v Hinchcliffe and ors adjd sums
 In re J L Walker, dec Walker v Chalinder adjd sums
 In re B Irving, dec Irving and anr v Balden and anr adjd sums
 Tynte v Neale act without witnesses
 In re R A Buckley, dec Roberts v Buckley adjd sums
 In re Earl of Derby's Contract and In re Vendor and Purchaser Act, 1874 adjd sums
 In re Betty Norton's Estate Norton v Norton adjd sums
 In re Agnes McIntyre's Estate Bryce v Larson adjd sums
 Kembell v Guildford and ors adjd sums
 In re J G Candy, dec Cundy v Scott adjd sums
 In re C Cave-Browne, dec Ranken v Rowse and ors adjd sums
 In re Reavely's Trust May v Reavely adjd sums
 Lewis v Hill m f j
 In re Griffiths' Settlement Griffiths v Waghorne adjd sums
 In re F E Bouette, dec Bouette v Bouette adjd sums
 Miller v Miller adjd sums
 In re B W Beales, dec Beales, dec Austin v Beales adjd sums
 In re Squire Rayner's Estate Nettleton v Verity adjd sums
 In re C D French, dec The Public Trustee v French adjd sums
 Joseph Rodgers and Sons ld v Brown m f j (short)
 In re M Bayliss, dec, and In re Settled Land Act Bayliss v Bruford and anr adjd sums
 In re F Smith, dec Jones v Maggs adjd sums
 In re Mary Meek, dec Rogers v Black adjd sums

Further Considerations.

Craven v Craven fur con and 2 adjd summonses
 In re G. Wearing, dec Wearing v Wearing fur con
 In re Billingham, dec Smith v Billingham fur con
 In re Squire, dec Squire v Macdermott fur con

In re Jacob Steiger; dec Marmor ld v Gunn fur con
 Bishop v Bishop fur con
 In re Maria Marsden, dec Cockshott v Cook fur con

Before Mr. Justice SWINFEN EADY.

Causes for Trial without Witnesses and Adjourned Summonses.
 O'Reilly v Bonney adjd sums (to come on with fur con)
 In re J P Robinson, dec Clarkson v Robinson adjd sums (to come on with fur con)
 In re Motor Industrial Engineering Co ld Calvert v The Company adjd sums (to come on with fur con)
 Amusements Development Syndicate ld Brammall v Amusements Development Syndicate ld m f j (short) (fixed for May 25)
 In re Earl of Sheffield, dec Ryde v Bristow and anr adjd sums
 In re Trade Marks Act, 1905, and In re Application, No 291978, of Joseph Crosfield and Sons ld adjd sums
 In re Same adjd sums
 In re Richard Girling, dec Arnott v Daniel adjd sums
 In re W T Agar's Estate Agar v Agar adjd sums
 In re W Emerson, dec Ostler v Beck adjd sums
 In re Dysons Settlement Trusts Ward v Glass adjd sums
 In re Lister-Kaye's Settlement Trusts Lister-Kaye v Lister-Kaye adjd sums
 Shrub v Shrub adjd sums
 In re Sherwood, dec Edwards v Sherwood adjd sums
 In re Brymer, dec Bigg v Brymer adjd sums

Further Consideration.

Gilbert v Joseph fur con

Companies (Winding Up) and Chancery Division. Companies (Winding Up). Petitions.

Ind, Coope and Co ld (petn of C Spalding) same (petn of H G Da Costa) Same (petn of Shutters, Chippendales and Colvers ld s o from January 18, 1910 to June 7, 1910)
 Moorwood, Sons and Co ld (petn of Mather and Platt ld s o from March 15 to July 26, 1910)
 "Vivid" Syndicate ld (petn of H F Duncombe s o from March 22 to May 25, 1910)
 British Equitable Bond and Mortgage Corpn ld (petn of M I Parker Manchester District Registry s o from April 26 to May 25, 1910)
 Amusements Development Syndicate ld (petn of Coope and Richards s o from April 26 to May 25, 1910)
 United Kingdom Debenture Bank ld (petn of Trustee in Bankruptcy of J J Still s o from May 10 to May 25, 1910)
 Skating Rinks ld (petn of Johnson Riddle and Co ld s o from May 10 to May 25, 1910)
 British Motobloc Syndicate ld (petn of F W Marsh Liverpool District Registry s o from May 10 to May 25, 1910)
 Henry Heath ld (petn of Johnson Riddle and Co ld s o from May 10 to May 31, 1910)
 Standard Kieselguhr Co ld (petn of T W Simpson)

Mid-Oxfordshire Gas Light and Coke Co ld (petn of L A Richards)
 Broad and Son ld (petn of L H Salmon)
 Lloyd Lowe ld (petn of Stephenson Clarke and Co)
 R England and Co ld (petn of R Noakes and Co)
 Fortafix ld (petn of J T Norman)
 Armitage and Ibbetson ld (petn of Bradford District Bank ld)
 Anthony Brothers ld (petn of Capital and Counties Bank ld)
 G Alfred Williams and Co ld (petn of H D Speedy and Co)
 Wearwell Cycle Co ld (petn of W Canning and Co)

Chancery Division.

Petition under Section 39 of the Companies Act, 1907.
 Oils and Merchandise (Africa) ld (on March 23, 1909, ordered to stand over generally)

Petition under Section 45 of the Companies (Consolidation) Act, 1906.

Anglo-Egyptian Land Co ld (ordered on July 27, 1909, to stand over generally)

Petitions (to confirm alteration to Memo of Assoc).
 Bradford District Bank ld
 British Columbia Electric Railway Co ld

Companies (Winding Up).
 Petition (to restore Company's Name to Register)
 Farmers' Foundry Co ld (petn of the Company and ors)

Chancery Division. Action for Trial. Short Cause.

Amusements Development Syndicate ld
 Brammall v Amusements Development Syndicate ld (m f j s o from April 26 to May 25, 1910)

Companies (Winding Up). Motions.

Life and Health Assoc*ld (for committal to prison—s o from April 26 to May 25, 1910)
 Alexandra Hotel Co (Saltburn-by-the-Sea) ld (for four day order for submission of account)
 Imperial and Foreign Investments Corpn ld (for four-day order for submission of account)

Companies (Winding Up) and Chancery Division. Court Summonses.

Commercial Industrial and Land Co of Egypt ld (for payment of dividend—ordered on Feb 1, 1910, to stand over generally)
 C J Culliford and Sons ld Edwards v C J Culliford and Sons ld (for directions as to procedure—ordered on Feb 1, 1910, to stand over generally)
 Progressive Assoc Co ld (as to payment of life claim—ordered on Feb 1, 1910, to stand over generally)
 Spanish Prospecting Co ld (for injunction—ordered on Feb 1, 1910, to stand over generally)
 United Butter Companies of France ld (on claim of Thomas—with witnesses—ordered on Feb 23, 1910, to stand over generally)

Piccadilly Hotel ld Gunn and anr v Piccadilly Hotel ld (on priorities—ordered on April 12, 1910, to stand over pending sums for fur con)

Russell Hunting Record Co ld (misfeasance—with witnesses—pt hd—s o from May 10 to May 25, 1910)

Law Guarantee Trust and Accident Soc ld (as to liability to pay premiums s o from May 10 to May 25, 1910)

Temple Fire, Accident and Inso Corpn ld (on guarantee s o from May 10 to May 25, 1910)

New Mysore Manganese Co ld (for discovery)

Anglo-French Public Works Co ld (for appointment of new liquidator, with witnesses)

Ulundi Gold Mining Co ld (for review of taxation)

Before Mr. Justice WARRINGTON. Retained Matter. Motion.
 In re Shale Mining Co Urban v The Company

Causes for Trial (with Witnesses).
 Mendelssohn v Traies and Son act (s o pending settlement)
 The British Thomson Houston Co ld v Midland Ry Co act
 Vogt v Morse act (not before July 1)
 Ker Seymour v Benett Stanford act (s o Michaelmas)
 T Sugden ld v Ferguson act and counter-claim
 Babcock and Wilcox ld v The Water Tube Boiler and Engineering Co and ors act and counter-claim

Webb v Webb action and m f j
 Bawden v Bawden act
 Rueter v Bradford Advance Co act

Hudson v Spencer act
 Welsh v White act and counter-claim pt hd

Smith v Smith act
 Phillips v Morford act Morford v Phillips by counter-claim

Butler v Rice and ors act
 Cooke v Rigby act

Evans v Rees and anr act
 Crawshaw v Howell act and counter-claim

Barnett v The Mayor, Aldermen, etc. of the Borough of Woolwich act

Burdett-Coutts v Ridge Parish Council act

Young and anr v Toplis and Harding and ors act

Shaw v Horzog act (s o June 11)
 Keary v Acme Tone Engraving Co act

Robert Green ld v Slater act
 Smith v Aitken act

Thornton and Crebbin ld v A B C Cab Co ld act and counter-claim

Pierrepont v Dixon and British Diatoric Manufacturing Co act

Powell v James and Co act
 Millard v Parker act

Phippos v Callegari act
 Freeman v Robinson act

Hawd and Spicer ld v The Disco Record Co act

Price v Spode act
 Shirreffs v Hooper act and m f j
 Dearden v Dearden act and counter-claim

Townend v McVittie act
 Amalgamated Soc of Operative Lacemakers v Appleton act
 Annis v Taylor act
 Pitt v Wimbledon Corpn act

- Northrop v Weiner and anr act
In re Walter Jackson, dec Jackson v Jackson act
Riley v Taylor act
D Robson and Co ld v Reeve act
Midland Ry Co v East and West Yorkshire Union Rys Co act and counter-claim
Vickery v Collis and Sons act and counter-claim
Lott v Ovenell act
Rickarby and ors v New Forest Rural District Council act
McCarthy v Seymour act and counter-claim
Cridlan v Charles act
Jones v The Overmouth and District Water Works Co ld act
In re Temple, dec Elliott v Pinhorn act
Whitlock v Hiffa act
The West End Advertising Agency v Black act
Toomer v Busby and ors act
Teunison v Abrahams act and counter-claim
Moss v Davis act
Jordan and anr v Eaton act
Glover v Hakeman act
Howarth v Werner act
In re J Chivers, dec Williams v Chivers act
Heffer v Pile act
Doxford and Sons ld v Wearmouth Coal Co act
Babcock and Wilcox ld v Edwin Danks and Co (Oldbury) ld act
Collingwood v The Nottingham and Nottinghamshire Banking Co ld act
Barmouth Urban District Council and ors v Greener act
The Gramophone Co ld v Ruhl act
Kapp v Tasmanian Smelting Co ld act
Booth v Richards act
Levering v Exhibitions ld trial of issue
Warren v Baring Bros and Co ld act (restored)
Mayor, etc, of Bath v Waring act
Schuster v Savory act
- Before Mr. Justice NEVILLE.
Retained by Order.
Adjourned Summonses.
Murray v Dixon (s o)
In re James Johnston, dec Mills v Johnston
In re John Harris, dec Harris v Harris adjd summs
In re Bunch, dec Ridsdale v Bunch adjd summs
- Causes for Trial (with Witnesses).
Deterding v Dack act
In re Hodgson Hodgson v Hodgson adjd summs (with witnesses)
Encinillae Mines ld v Anglo-American Syndicate act
Betts v Selfridge act (not before May 31)
Same v Same act (not before May 31)
In re Wm. Brown, dec Ashbee v Brown act (fixed for May 24)
Palmer v Turner act
Hunt v Hunt act
Davis v Rhayader Granite Quarries ld act (fixed for May 24)
Davis v Davis act
Hatch v Baker act and counter-claim
Addis v Dickeson act
Lovelock v Alee act
Munn v Fearnley Bros ld and ors act
Attorney-Gen v Leicester Corpn act (not before June 13)
Attorney-Gen v West Ham Corpn act (fixed for July 11)
- Nister v The Chromo Transfer and Potters' Supply Co ld act
Harrison v Berry act
In re Thomas Watkins, dec Morris v Jones adjd summs (with witnesses) (not before June 6)
Bimm v Shoppee act (stayed for security)
Hartnell v Pearce act
In re S Blackshaw, dec Taylor v Blackshaw adjd summs (with witnesses)
The Brazilian Rubber Plantations and Estates ld (in liquidation) v The Estates and Industrial Syndicate ld (in liquidation) and anr act and m f j
Smithe v Brooks act
Bell v Gosforth Park Estate Co ld act
In re Riddell Bubb v Riddell adjd summs (with witnesses)
Richard v Daniel act
Cloutte and anr v Storey act
Hughes v Wintle act and counter-claim
Ellis v Pullman act
Mason v Ball adjd summs (with witnesses)
Aymer v Peck act and counter-claim
- Before Mr. Justice PARKER.
Retained Matters.
For Judgment.
Wetherley and Sons v The International Horse Agency and Exchange ld act
- Causes for Trial (with Witnesses).
Carmont v The Patriotic Investment Corpn ld and ors act (not before June 1)
In re The Trade Marks Act, 1905, and In the Matter of an Application, No. 309,084, by the Gramophone Co ld act
Hes v Besses o'th Barn Old Band Union ld act
Mills and ors v Bourne act
In re Jottrand's Patent, No 78 897 of 1904, In re Patent and Design Act, 1907 petn
Stephens v Morgan act (May 31)
- Adjourned Summonses.
Havana Cigar and Tobacco Factories ld v Tiffin (1905) ld adjd summs
In re P Collings, a Solr, and In re Taxation of Costs adjd summs (s o not before June 5)
In re C B Taylor, dec Taylor v Harborton adjd summs
In re Belfield, dec Belfield v Belfield adjd summs
In re Wilkinson, dec Thomas v Wilkinson adjd summs
In re Peppercorn, dec Peppercorn v Peppercorn adjd summs
In re Cory, dec Hawker v Cory adjd summs
In re J Chapman, dec Mountain v Pullman and ors adjd summs
In re Lanclot Armstrong, dec Major v Armstrong adjd summs
In re Catherine Allsop, dec Yockler and ors v Bamford and ors adjd summs
In re Isaac Ainsworth, dec Ainsworth and ors v Hemberow adjd summs
In re Butcher, dec Webb v Briggs adjd summs
In re Gandy, dec Gandy v Anstey adjd summs
Hill v Fitzgerald and In re Veale's Trusts adjd summs
In re Hoare, dec Strickland v Bishop of London adjd summs
- In re Hoare, dec Fry v Strickland adjd summs
In re W. Cook, dec Cook v Dey adjd summs
In re Webster, dec Thompson v Thompson adjd summs
In re T Wagstaff, dec Wagstaff v Pendygrasse adjd summs
In re H. Williams, dec Williams v David adjd summs
In re Sissons, dec Bolton v Greenwood adjd summs
In re Loom, dec Fulford v The Reversionary Interest Soc ld adjd summs
In re W Bell's Estate Doudney v Wells adjd summs
In re H. Bateman, dec Bateman v Bateman adjd summs
In re E D Alexander's Settlement Jennings v Alevander adjd summs
Cavendish v Strutt adjd summs
In re W. Robinson, dec Robinson v Davidson adjd summs
In re Mary Gibson and In re Trustee Relief Act adjd summs (to come on with petn)
In re Kitson Empire Lighting Co ld Higgs v The Company m f j (short)
In re D Brice's Trust and In re Trustee Act, 1893 adjd summs
In re Watkinson, dec Watkinson v Foden adjd summs
In re E St Clair, dec St Clair v St. Clair adjd summs
Dixon Poynder and Abraham's Contract and Vendor and Purchaser Act, 1874 adjd summs
In re Orr, dec Henry v Crichton adjd summs
In re John Evans, dec Leaver v Butler adjd summs (restored) (to come on with fur con)
In re Trade Marks Act, 1905 In re Application, No 298,862, by Italia Fabbria di Automobili motn to proceed with registration
Gillette Safety Razor Co v Luna Safety Razor Co ld adjd summs (fixed for June 21)
Scott v Russell adjd summs
In re Ann Barker, dec Smith v Attorney-Gen adjd summs
In re B Brock, dec Brock v Brock adjd summs
In re E Cadman Jones, dec Taylor v Gibbon adjd summs
In re Clarke, dec Clarke v Hutchison adjd summs
In re Leveron's Trusts Leveron v Leveron adjd summs
In re Stewart's Trusts Pfachler v Stewart adjd summs
In re Lucas, dec Way v Coles adjd summs
In re Irwin, dec Mahon v Davies adjd summs
In re F Madan's Trusts Maxwell v Digby adjd summs
In re Saunder's Patent Launch Building Syndicate ld Metropolitan Bank of England and Wales ld v The Syndicate adjd summs
Dismail v Kelf m f j (short)
In re W C Miller, dec Hudson v Miller adjd summs
In re G T Mountford, dec Price v Nicholls adjd summs
In re G B Smallpeice, dec Roy v Smallpeice adjd summs
Pawson and Brailsford v Sir W C Leng and Co (Sheffield Telegraph) ld
Same v Robert Sorby and Sons ld m f j (short)
In re Arnold's Estate Cardwell v Arnold adjd summs
- In re R Cockroft, dec Massey v Cockroft adjd summs
In re E H Shackle, dec Shackle v Shackle adjd summs
In re G B Lee, dec Gibbon v Peele adjd summs
Farrer v Macusick adjd summs
In re Hoare, dec Strickland v Hoare adjd summs
In re File, dec Ames v File adjd summs
In re W S Milnes, dec Wallis v Milnes adjd summs
In re Robert Pratt's Settled Estate and In re The Settled Estates Acts, 1882 to 1890 adjd summs
In re Robert Pratt, dec Morgan v Pratt adjd summs
In re Wingfield, Blew and Kenward, Solrs, and In re taxn of costs adjd summs
In re G Sutcliffe, dec Sutcliffe v Wilkinson adjd summs
- Further Considerations.
In re C Barrance, dec Barrance v Ellis fur con
In re Jno Evans' Estate Leaver v Butler fur con and adjd summs
In re Margaret Hopton, dec Wells v Hopton fur con
- Before Mr. Justice EVE.
Retained by Order.
Petition.
Exparte The Penrith Urban District Council (Pattison's Mortgage) s o generally
- Further Consideration.
In re Salmen Salmen v Abrahams fur con and summs to vary and summs for separate representation.
- Adjourned Summonses.
Monckton v Gramophone Co adjd summs
In re Mayor and Corpn of London Mayor and Corpn of London v Great Western and Metropolitan Rys adjd summs (fixed for May 26)
- Causes for Trial (with Witnesses).
Wiseman v Patz act (s o for discovery)
In re Treherne Treherne v Treherne act (not before Oct 17)
In re Pollard, dec Willson v Young act (s o until June 21)
Attorney-Gen v East Surrey Water Co act
Morley v Smith act
Enever v Middleditch act and counter-claim
De Renzy v Galindez Bros act (fixed for June 1)
Davies v Hughes act
Frost v Richardson act (fixed for May 31)
John and Rees v George act
Steeden v Walden act
Wells v Wells act
Gibbs v Plumbe act (not before June 1)
Pomery v Pomery act
Mosely v The Koffyfontein Mines ld act
Countess of Clancarty v McLean Myott act
King v The Medway (Upper) Navigation Co act
In re Wooten, dec Stimpson v Wooten act
Kent v Blair act
Wallington v Roach act (s o June 30)
Graphic Arts v Hunters act
Hippis v Fellows act
Shaw v Shaw act

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Newitt v
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Byles v
G W F
Farrow
Brown v
Edwards
Same v
Max Sch
Lane v
In re S
act
Bath v
act
Hoyland
Co ld
Gener
Dean v
claim
Hartman
Wesley
June

Massey v
Shackle
Bibbion v
summs
ckland v
ile adjd
Wallis v
d Estate
Estates
d summs
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telife v
s.
rance v
eaver v
summs
Wells

Moss v Delphin Same v Denness
consolidated actions, transferred
from K B Division
Attorney-Gen v Churchill's Veteri-
nary Sanatorium ld and anr
act
Macvean v Herbert Strong and
Co act
Newitt v Stronge act and counter-
claim
Byles v Freeman act
C W Faulkner and Co v John
Farrow and Co act
Brown v Wake and Dean ld act
Edwards v Poulter act
Same v Same and ors act
Max Schliephak ld v Roos act
Lane v Stanton act
In re S Oddy, dec Connell v Oddy
act
Bath v The Standard Land Co ld
act
Hoyland Silkstone Coal and Coke
Co ld v The Law Car and
General Insee Corpn ld act
Dean v Roe act and counter-
claim
Hartmann v Aldridge and Co act
Wesley v Pain act (s o not before
June 30)

In re Coomber, dec Coomber v
Coomber act (restored by order)
Hall v The Herbert Process and
Mineral Properties Syndicate ld
act
Stepney Spare Motor Wheel ld v
Hall act
Bastard v Horton act, counter-
claim and m f j
Walker v Andraea act
Howard v Woodward act
In re Harvey Stapleton, dec Cur-
tois v Stapleton act
Keene v Higgins act
Same v Bowen act
Hope-Johnstone v Hope-John-
stone act
Elkin and Co ld and anr v Francis,
Day and Hunter act
Cheston v The Misses Amherst
act
Rumms v Cecil act
Liverpool and Manchester District
Registries.
Merrick v Liverpool Corpn act
Albiston v Lees act
In re Howe Wilkinson v Fernie-
hough act and counter-claim
The Edinburgh Life Assee Co v
Jones act

The Summer Assizes.

(From the *London Gazette*.)

CROWN OFFICE, May 24, 1910.

Days and places appointed for holding the Summer Assizes, 1910—

WESTERN CIRCUIT.

Mr. Justice Ridley and Mr. Justice Bucknill.

Tuesday, May 24, at Salisbury.
Friday, May 27, at Dorchester.
Wednesday, June 1, at Wells.
Monday, June 6, at Bodmin.
Friday, June 10, at Exeter.
Friday, June 17, at Winchester.
Friday, June 24, at Bristol.

SOUTH-EASTERN CIRCUIT.

The Lord Chief Justice of England and Mr. Justice Phillimore.

Tuesday, May 24, at Huntingdon.
Thursday, May 26, at Cambridge.
Tuesday, May 31, at Bury St. Edmunds.
Monday, June 6, at Norwich.
Saturday, June 11, at Chelmsford.
Saturday, June 18, at Hertford.
Wednesday, June 22, at Lewes.
Thursday, June 30, at Maidstone.
Saturday, July 9, at Guildford.

OXFORD CIRCUIT.

Mr. Justice Lawrance and Mr. Justice Channell.

Saturday, June 4, at Reading.
Thursday, June 9, at Oxford.
Monday, June 13, at Worcester.
Saturday, June 18, at Gloucester.
Saturday, June 25, at Monmouth.
Friday, July 1, at Hereford.
Tuesday, July 5, at Shrewsbury.
Monday, July 11, at Stafford.

NORTH AND SOUTH WALES AND CHESTER CIRCUIT.

Mr. Justice Jelf and Mr. Justice Scrutton.

Tuesday, May 24, at Newtown.
Thursday, May 26, at Haverfordwest.
Friday, May 27, at Dolgelly.
Monday, May 30, at Lampeter.
Wednesday, June 1, at Carnarvon.
Wednesday, June 1, at Carmarthen.
Monday, June 6, at Beaumaris.
Monday, June 6, at Brecon.
Thursday, June 9, at Ruthin.
Thursday, June 9, at Presteigne.
Saturday, June 11, at Mold.
Saturday, July 9, at Chester.
Saturday, July 16, at Swansea.

Winding-up Notices.

London Gazette.—TUESDAY, May 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANCHOR INVESTMENT Co, LTD—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to John Grime, Prudential bldg, Union st, Oldham, liquidator.
ASHANTI RIVERS AND CONCESSIONS, LTD, AND ASHANTI PROPERTIES, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Percy Arthur Casserley, 7, Southampton st, High Holborn. Edell & Co, King st, Cheapside, solers for the liquidator.
BORNEO TOBACCO ESTATES, LTD (IN LIQUIDATION)—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to R. W. Nunn, 5, Whittington av, liquidator.
CAPITAL AND OUTFITS Co, LTD—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Harold Denton Hardwicke, Norwich Union bldg, St James' st, liquidator.
COCODILE RIVER (SELANGOR) RUBBER Co, LTD—Creditors are required, on or before May 31, to send in their names and addresses, and the particulars of their debts or claims, to Frank Sharp Abbott, 61, Brown st, Manchester. Goulty & Goodfellow, Manchester, solers for the liquidator.
FORTAFIX, LTD—Petn for winding up, presented May 5, directed to be heard May 25, Churchill & Co, Coleman st, solers for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24.
SPROUT GREEN Co, LTD—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to George Harry Tonge, 1, Melbourn st, Stalybridge. Ives, Stalybridge, solers for the liquidator.
STALYBRIDGE PLUM MANUFACTURING Co, LTD—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to George Harry Tonge, 1, Melbourn st, Stalybridge. Ives, Stalybridge, solers for the liquidator.

London Gazette.—FRIDAY, May 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOLTON SECOND ECONOMIC BUILDING SOCIETY—Petn for the voluntary winding up, subject to the supervision of the County Court of Lancashire, presented May 14, directed to be heard at the County Court House, Mawdsley st, Bolton, June 8 at 10. Balshaw, 22, Acresfield, Bolton, solers for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7.
GOLD COAST RUBBER AND PRODUCER SYNDICATE, LTD—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 120, Fenchurch st, liquidator.
MERDALE MILL Co, LTD—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Alfred Harry Scampton, 28, Market st, Wigan. Thomas Wilson, Wigan, solers for the liquidator.
PERGE PERSEVERANCE PERMANENT BENEFIT BUILDING SOCIETY—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Harold Lawden Shaw, 145, Anerley rd, Anerley. Eves, Mark ln, solers for the liquidator.
SOUTHERN AND LYTHAM TRAMROAD Co—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to John Thomas Wood, 3, Cook st, Liverpool. Alsop & Co, Liverpool, solers for the liquidator.

London Gazette.—TUESDAY, May 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENJAMIN BUCKWORTH, LTD—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st, Cheapside, liquidator.
BENEFIT (CITY) RUBBER Co, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Frederic S. Jackson, 30, Finsbury sq, liquidator.
BROMETS, LTD—Petn for winding up, presented May 24, directed to be heard June 7. Montagu & Co, Bucklersbury, solers for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 6.
HOWARD, SONS, & PARSONS, LTD—Petn for winding up, presented May 17, directed to be heard at the Guildhall, Bath, June 16, at 11. Taynton & Co, Gloucester, solers for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 15.
MONARCH ASSURANCE Co, LTD—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Mill, 48, Bedford-row, liquidator.
NEW ZEALAND CROWN MINES, LTD—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Dundas Pillans, 11, Cornhill, liquidator.
NOAKES & DURGEE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Sydney Freeman, Tunbridge Wells, liquidator.
SALTASH THREE TOWNS AND DISTRICT STEAMBOAT Co, LTD—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Davis, 36, Southside st, Plymouth. Bond & Pearce, Plymouth, solers to the liquidator.
SHEPPARD & Co, LTD—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to William Edward Green, 47, Chestnut rd, West Norwood.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, May 17.

STEVENS, CONFECTIONER, LTD.
NOAKES & DURGEE, LTD.
PALMER'S GREEN NURSING INSTITUTE, LTD.
INCORPORATED MEDICAL PRACTITIONERS' ASSOCIATION.
BORNEO TOBACCO ESTATES, LTD.
JAMES STUTCHIFF & SON, LTD.
LEBDONIAN SYNDICATE, LTD.
CALDONIAN SYNDICATE, LTD.
POONMUDI Tea Co, LTD.
SANDLANDS, LTD.
BERRY UNITED DEEP LEADS, LTD.
LEPIL WIRELESS SYNDICATE, LTD.
NEW ZEALAND CROWN MINES Co, LTD.
COCODILE RIVER (SELANGOR) RUBBER Co, LTD. (Reconstruction)
W. N. SYDNEY, LTD.
LONGMYD WATERS, LTD.
WHEAL COMMENCE TIN MINE, LTD (Reconstruction).

London Gazette.—FRIDAY, May 20.

ANDREWS' GOVERNOR PATENTS, LTD.
MERDALE MILL CO, LTD.
SUMATRA-DRILL RUBBER ESTATES, LTD.
HADDYD RUBBER CO, LTD.
AMERICAN DENTAL INSTITUTE, LTD.
DEVELOPMENT CO OF CENTRAL AND WEST AFRICA, LTD.
ALASKA STEAMSHIP CO, LTD.
HOLSWORTHY AND DISTRICT CO-OPERATIVE SOCIETY, LTD.
HOLME MILLS (NELSON), LTD.
CERA CO, LTD.
ANTI-FRICTION EQUIPMENT (RAILWAYS), LTD.

London Gazette.—TUESDAY, May 24.

SOUTH LUTON DISTRICT GAS LIGHT & COKE CO, LTD.
ROCK HARBURY CO, LTD.
WEST HARTLEPOOL ASSOCIATION FOOTBALL AND ATHLETIC CLUB CO, LTD.
HURWICK BRICK AND TILE WORKS, LTD.
SOUTH AUSTRALIAN COPPER SYNDICATE, LTD.
KING BROS. LTD.

The Property Mart.

Forthcoming Auction Sales.

May 30.—Messrs. HERRING, SON, & DAW, at the Mart, at 2: Leasehold Dwelling houses (see advertisement, back page, May 21).
June 2.—Messrs. H. E. FOSTER & CRAWFORD, at the Mart, at 2: Reversions, Life Policies, and shares (see advertisement, page iii, this week).
June 3, 9 and 16.—Messrs. STRIMSON & SONS, at the Mart, at 2: Freehold and Leasehold Ground-rents, House and Shop, and Licensed Premises (see advertisement, page iii, this week).
June 6.—Messrs. COLLINS & COLLINS, at the Mart: Residences (see advertisement, back page, April 30).
June 7.—Messrs. MIVART & CO, at the Mart, at 2: Leasehold Residences (see advertisement, page iii, this week).
June 7.—Messrs. ONGILL, MARKS & BARLEY, at the Mart, at 1: Freehold Investment (see advertisement, page ii, this week).
June 8.—Messrs. EDWIN FOX, BOURNFIELD, BURNETTS & BADDELEY, at the Mart, at 2: Freehold Ground-rents, Leasehold Properties, Residences, Freehold Estate, and Properties, &c. (see advertisement, page iii, May 14).
June 8.—Messrs. TROLLOVE, at the Mart: Town Residences (see advertisement, page v, May 7).
June 8.—Messrs. SALTER, REX & CO, at the Mart, at 1: Freehold Property (see advertisement, page ii, this week).
June 8, 29, July 7.—Messrs. HUMBERT & FLINT, at the Mart, at 2: Freehold Residences, Farms, Building and Sporting Estates, Leasehold Investments (see advertisement, pages i and ii, this week).
June 9, 23.—Mr. JOSEPH STOWER, at the Mart, at 2: Freehold Estates and Ground-rents (see advertisement, page ii, this week).
June 9, 14, 21, 28, July 5, 12, 26, and Aug. 2.—Messrs. DEENHAM, TEWSON, RICHARDSON & CO, at the Mart, at 2: Freehold Residences, Ground-rents, Shop, Shares, Freehold Properties, Building Estates, Freehold and Leasehold Hotels (see advertisement, page iv, this week).
June 10.—Messrs. DUNCAN & KIMPTON, at the Mart, at 2: Freehold Ground Rents (see advertisement, page ii, this week).
June 17.—Messrs. HARRIS, LTD.: Country Residence (see advertisement, page v, this week).
June 21.—Messrs. ROBERTS, CHAPMAN, & THOMAS, at the Mart, at 1: Short Leasehold Investment (see advertisement, page ii, this week).
June 22.—Messrs. DOUGLAS YOUNG & CO, at the Mart, at 2: Freehold Residences, Estates, and Residential Sites, &c. (see advertisement, page v, this week).
June 24.—Messrs. MONTAGU HOLMES & SON, at the Mart, at 2: Polytechnic Estate, Freehold (see advertisement, page ii, this week).
June 28.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Properties and Sites (see advertisement, page ii, this week).
June 29.—Messrs. ROBERT BOND & SONS: Freehold Property (see advertisement, page ii, this week).
July 6th.—Messrs. HUMBERT & FLINT, at Chester, at 1: Residential Property (see advertisements, pages i and ii, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 20.

HORLOCK, WILLIAM SAMUEL, Wallington, Surrey, Late Agent June 9 Cundy v Horlock, Registrar, County Court, Camberwell New rd Martin, King st, Guildhall

London Gazette.—TUESDAY, May 24.

EMERSON, WILLIE, East Dereham, Norfolk, Jeweller July 3 Ostler v Beck, Swinford Eady, J Large, Swaffham

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 17.

ALDER, HENRY, Smallburn, Ponteland, Northumberland, Farmer June 13 Ward, Newcastle upon Tyne
ANDREWS, ELKANAH, Newcastle upon Tyne June 13 Ward, Newcastle upon Tyne
BAILEY, EMMA, Burton Leonard, York May 31 Horner & Sampson, Bradford
BIGGOD, SARAH, Bradninch, Devon June 24 Gould, Exeter
BLAND, WILLIAM EDWARD, Southport June 13 Brown & Co, Southport
BRADFORD, FLOA MARY, Kew gardens June 13 Williams & James, Norfolk House, Norfolk st
BURT, EMMA RUST, Swanage, Dorset June 20 Slade & West, Swanage
CHAPMAN, ALFRED, Chichester rd, Paddington July 1 Jones, New ct, Lincoln's inn
CHINNEE, WILLIAM, Swindon, nr Wolverhampton June 30 Sanders & Co, Birmingham
CHIPPINDALE, EDWARD CHIPPINDALE, Grahamstown, Cape Colony Nov 30 Hall & Co, Lancaster
CLAYDEN, CHARLES, Manuden, Essex, Farmer, May 31 Gee, Bishop's Stortford
CLIFT, LOUISA, Cheltenham June 30 Sanders & Co, Birmingham
DAVIES, GEORGE, Alderley Edge, Chester June 28 Blair & Seddon, Manchester
FARR, GEORGE HENRY, Beckenham, Kent, Insurance Broker June 24 Potchecary & Co, Gresham bldgs
FAVELL, ELIZA, Sheffield June 30 Benson & Co, Sheffield
FAWSETT, REV RICHARD ANDREW, Chieveley, Berks June 13 Woolmer, Temple chambers
FORREST, ROBERT, St Fagans, Glam June 30 Reece & Son, Cardiff
HAYNES, WILLIAM, Eccles, Lancashire, Brewer's Engineer July 8 Sale & Co, Manchester
HULKE, CHARLOTTE, Holland rd, Kensington June 13 Woolmer, Temple chambers
KYNASTON, ROBERT CHARLES, West Green rd, Middlesex, Wine Merchant June 11 Boulton & Co, Northampton sq
LAWTON, NANCY ANN, Oldbury June 24 Shakespeare & Co, Oldbury, nr Birmingham
LAWSON, THOMAS, Oldbury, Grocer June 24 Shakespeare & Co, Oldbury, nr Birmingham
LEE, MARY, East Twickenham June 15 Gabriel, King st, Chesapeake
LITTLEWOOD, MARTHA, Sheffield June 30 Gould & Cumber, Sheffield
MASON, THOMAS WILLIAM, Ambleside, Northumberland June 20 Douglas, Alnwick
MILLER, CHARLES ANDERSON, Radway, Warwick June 30 Sanders & Co, Birmingham
MUNCEY, LUKE, Avenue rd, Regent's Park June 24 Blackford & Co, Walbrook
NEWLAND, JOHN, Norwich, Licensed Victualler June 24 Stratford, Norwich
NEWHAM, WILLIAM, Brighton June 13 Upperton Bacon, Brighton
QUITCH, CHARLES, Bristol June 1 Salisbury & Griffiths, Bristol
REID, THOMAS WHITEHEAD, Canterbury, Kent June 30 Reid, Great St Helens
SMITH, CHARLES, Carlton hill, St John's Wood May 27 Furber & Son, Gray's inn sq
SMITH, GEORGE, Wrekenton, Durham June 17 Wilkinson & Marshall, Newcastle upon Tyne
SMITH, THOMAS CHARLES, Kingston on Thames, Lighterman June 28 Sherwood & Co, Kingston on Thames
SNEEL, LIEUT COL, WILLIAM HENRY, MVO, Selhurst rd, South Norwood June 13 Wansley & Co, Moorgate st
SPEND, ELIZABETH, Handsworth, York June 30 Benson & Co, Sheffield
STANDRING, JOHN, Manchester, Manufacturer July 8 Sale & Co, Manchester
THOMPSON, STEPHEN HAMILTON, Edgbaston, Birmingham June 30 Sanders & Co, Birmingham
THOMAS, WILLIAM RICHARD MORTIMER, Reading June 30 Peake & Co, Bedford row
THWAITES, JOSEPH, Kettlewell, York, Farmer June 23 Brown & Co, Skipton
VAUGHAN, EDWARD, Royston, Hertford June 17 Wortham & Co, Royston
VAUGHAN, JOSEPH HENRY, Royston, Hertford June 17 Wortham & Co, Royston
WEBB, WALTER, Rushden, Northampton, Outfitter June 20 Claridge, Rushden

London Gazette.—FRIDAY, May 20.

BARUCH, GUSTAV, Hagenbach, Germany June 30 Goldberg & Co, West st, Finsbury circus
BOURNE, REV PERCY WILLIAM NATHANIEL GAISFORD, DD, Romsey July 31 Fladgate & Co, Craig's ct, Charing Cross
BOURNE, ALICE, Romsey July 31 Fladgate & Co, Craig's ct, Charing Cross
CLEMENTSON, JAMES, Whitley, Northumberland, Butcher June 30 Dees & Thompson, Newcastle upon Tyne
COLLINS, BERNARD, East Finchley, Bookbinder June 30 Paterson & Co, Bream's bldgs, Chancery ln
CROKER, LETITIA ELIZABETH CAREW THOMASINA, Curryglass Tallow, Waterford June 30 Greenfield & Cracknall, Lancaster pl, Strand
DAVIES, MARY JANE, Eastbourne June 24 Sutton & Co, Gt Winchester st
ELDERKIN, HENRY, Lincoln June 6 Hebb & Sills, Lincoln
ESTLIN, BIRMINGHAM HESMANE, West Hampstead, Leather Manufacturer June 30 Cohen & Cohen, Finsbury circus
FAIRBY, FREDERICK JOHN, Weymouth June 17 Bowen & Syme, Weymouth
GLYDE, JOHN, Ipswich, Bookseller June 24 Westhrop & Co, Ipswich
MALHAM, ELIZABETH, Stapleford, Notts June 11 Wilson, Long Eaton
HARRIS, ELIZABETH, Grassington, Yorks, Grocer June 18 Brown & Co, Skipton
HAYES, ELIZABETH CAROLINE, Chingford, Essex June 24 Chailender & Herington, Hastings
HAYSON, MARY ADELAIDE, Swanage June 20 Slade & West, Swanage
HOPKINS, JOHN, Weston super Mare June 30 Dixon & Co, Lancaster pl, Strand
HURRY, JOHN, Epsom, Surrey July 16 King & Co, Cannon st
HURRY, THOMAS WHITING, Netheravon, Wils June 18 Fulton, Salisbury
JACKSON, CHARLES, Long Eaton, Derby June 24 Wilson, Long Eaton
JOHNSON, GEORGE HENRY, Oxton, Chester, Contractor June 13 Mather & Son, Liverpool
KENDAL, SAMUEL BRADLEY, Newstead Burbage, Buxton, Silk Mercer July 2 Farrar & Co, Manchester

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.
ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property. Settled by Counsel, will be sent on application.

KING, GEORGE, Newhaven June 30 Hillman, Lewes
 MAY, EDWIN FREDWELL, Doncaster, Farmer June 20 Stibbard & Co, Leadenhall st
 OVERBURY, JOSEPH WATSON, Cambridge sq, Stockbroker June 16 Trower & Co, New
 sq, Lincoln's inn
 RAMSAY, GEORGINA JANE ROBERTSON, Hoo, Kent June 30 Sandilands & Co, Fen-
 church av
 RAMSAY, SARAH KATHERINE EDEN ROBERTSON, Hoo, Kent June 30 Sandilands & Co,
 Fenchurch av
 RAYSON, MARY LYDIA, Woodnesborough, nr Dover June 24 Howell, Pancras in
 SCOLLES, MARTHA ANN BELLA, Battersea June 24 Taylor & Co, Lavender hill,
 Battersea
 SHIPMAN, GEORGE ALBERT, Sheffield June 30 Wake & Sons, Sheffield
 SINGLETON, THOMAS, Wadalea, Sheffield June 24 Smith & Co, Sheffield
 SMITH, GEORGE PICK, Kalmecott rd, Wandsworth Common June 24 Taylor & Co, Lavender
 hill, Battersea
 SPARKS, HARRY JAMES, Cornwall gds, South Kensington July 6 Weir & Co,
 London wall
 SPURR, JOSEPH HENRY, Horrabridge, Devon July 14 Gill, Devonport
 SUMMERS, JOHN WESTWOOD, Cherterton, Cambridge June 24 Ellison & Co, Cambridge
 WAKEFORD, MARY ROSINA, Battersea June 21 Nisbet & Co, Lincoln's inn fields
 WATKINS, HANNAH, Landrindon Wells, Radnor June 40 Smith & Co, Sheffield
 WATSON, ROBERT, Newcastle upon Tyne July 7 Brown & Son, Newcastle upon Tyne

London Gazette.—TUESDAY, May 24.

AMES, ALFRED, Waterloo pl July 5 Burch & Co, Spring gds
 APPLETTARD, REBECCA, Conisborough, Yorks June 4 Carter & Co, Pontefract

BAILEY, JOHN, Gosport, Hants, Job Master July 4 Blake & Co, Portsmouth
 BROWN, HANNAH, Cirencester, Glos June 25 Haygarth, Cirencester
 CAZALET, EMMELINE AGNES, Tanhurst, nr Dorking June 30 Trower & Co, New sq,
 Lincoln's inn
 COLEMAN, JOHN, Paddington June 16 Graves, Serjeants' inn, Fleet st
 DIGBY, MARIA DIGBY WINGFIELD, Colleshill, nr Birmingham June 1 Arnold & Son,
 Birmingham
 EVETTE, HARRIET, Harperley, Durham June 24 Storey & Sons, Birmingham
 FORD, CHARLES RICHARD, Bromley July 31 Todd & Co, Chancery in
 GOFF, ANN, Ripon, Yorks June 30 Hutchinson, Ripon
 HAYWOOD, CHARLES, Hillsborough, Sheffield, Edge Tool Forger June 30 Wightman &
 Parker, Sheffield
 HORSLEY, JOHN, Hartlepool June 30 Bell, West Hartlepool
 JEFFREYS, RHYS, Penclawdd, Glam June 27 Strick & Bellingham, Swansea
 MARETT, JOSEPH, St Helens, Lancs, Solicitor June 24 Rawlinson, St Helens
 PALMER, JOHN, Stockbridge, Southampton, Builder June 18 Talbot, Andover
 PAVEY, HENRY EDWARD, Bishopston, Bristol, Accountant June 18 Sturge, Bristol
 PEARSE, REV VINCENT, Hanwell Rectory, nr Banbury June 24 Gibbs, Bath
 PERKETT, WILLIAM TOBIT, Dias, Norfolk, Hotel Proprietor June 25 Southwell & Fry,
 Saxmundham
 PIKE, JOHN TOM, Snarleton Farm, nr Wingfield, Wilts, Farmer June 11 Mann & Rod-
 way, Trowbridge
 SETTLE, GEORGE, Bradford June 20 Bolton, Letchworth, Herts
 WARDLEY, JAMES FREDERICK, Southport June 11 Rigby, Southport
 WHARF, SARAH, Bury St Edmunds June 6 Woolnough & Co, Bury St Edmunds

Bankruptcy Notices.

London Gazette.—TUESDAY, May 17.

RECEIVING ORDERS.

DODDRIDGE, WILLIAM HENRY THOMAS, Plymouth, Market
 Gardener Plymouth Pet May 12 Ord May 12
 ELLIS, WILLIE JAMES, Norwich, Clicker Norwich Pet
 May 12 Ord May 12
 HATCH, THOMAS ALBERT, Portsmouth, Blind Manu-
 facturer Portsmouth Pet May 12 Ord May 12
 ILLSLEY, WILLIAM ROBERT, Church Gresley, Derby, Beer-
 house Keeper Burton on Trent Pet May 12 Ord
 May 12
 JONES, WILLIAM THOMAS, Bolton, Lancs, Insurance Agent
 Bolton Pet April 27 Ord May 11
 LEEHMO, ROBERT, Oldham, General Dealer Oldham Pet
 April 19 Ord May 12
 MATTHEWS, FREDERICK JOHN, Long Ditton, Surrey, Builder
 Kingston, Surrey Pet April 28 Ord May 12
 OWEN, CADWALADE, Llaneltharn, Carnarvon,
 General Dealer Portmadoc Pet May 13 Ord May 13
 PACE, JAMES, Middlesbrough, York, Plumber Middles-
 brough Pet May 2 Ord May 13
 PRIESTLEY, JOHN WILLIAM, Wakefield, Teamer Wakefield
 Pet May 13 Ord May 12
 RADCLIFFE, THOMAS, Bramley, nr Rotherham, Joiner
 Sheffield Pet May 12 Ord May 12
 SAUNDERS, GEORGE, Lowestoft, Smackowner Great
 Yarmouth Pet May 12 Ord May 12
 SHEPHERD, LUKE, Bank Top, Darlington, Draper's
 Assistant Stockton on Tees Pet May 11 Ord May 11
 STOCKMAN, WILLIAM JOHN, Lowestoft, Grocer Great
 Yarmouth Pet May 13 Ord May 13
 SWAN, FRANCIS ERNEST, Fleet st, Solicitor High
 Court Pet April 21 Ord May 12
 THOMAS, WILLIAM ARTHUR, Tenby, Grocer Pembroke
 Dock Pet May 12 Ord May 12

FIRST MEETINGS.

BANTON, LEONARD, Hednesford, Builder May 26 at 11.30
 George Hotel, Walsall
 BERRYETT, ELIZABETH, Rugby, Boarding house Keeper
 May 26 at 11 Off Rec, 8, High st, Coventry
 BRIMSON, IVOR GEORGE, Trebarris, Glam, Accountant
 May 25 at 11.15 Off Rec, St Catherine's chmbrs, St
 Catherine st, Pontypridd
 BROOK, MARY, Holmfirth, nr Huddersfield, Greengrocer
 May 27 at 2.15 Law Society's Room, Imperial arcade,
 New st, Huddersfield

EDWARDS, DAVID HUMPHREYS, Pembroke, Plumber May
 26 at 12.45 Off Rec, 4, Queen st, Carmarthen
 ELLIS, WILLIE JAMES, Norwich, Clicker May 25 at 12.30
 Off Rec, 8, King st, Norwich
 EVANS, WILLIAM HENRY, Birmingham, Wholesale Con-
 fectioner May 27 at 11.30 Ruskin chmbrs, 191, Cor-
 poration st, Birmingham
 FINLSON, PEARCY SEYMOUR, Scarborough May 31 at 2.15
 Law Society's Room, Imperial arcade, New st, Hud-
 dersfield
 HODGSON, WILLIAM, Blaengwynfi, Glam, Pumpman May
 25 at 11 Off Rec, Government bldgs, St Mary's st,
 Swansea
 HOWELL, ARTHUR WILLIAM, Southsea, Hants, Tailor May
 25 at 3 Off Rec, Cambridge junc, High st, Ports-
 mouth
 LEEHMO, ROBERT, Oldham, General Dealer June 3 at 11.30
 Off Rec, Greaves st, Oldham
 McMOHRAN, WILLIAM EDWIN, Teddington, China Dealer
 May 26 at 11.30 132, York rd, Westminster Bridge
 MATTHEWS, FREDERICK JOHN, Long Ditton, Surrey, Builder
 May 27 at 2.30 132, York rd, Westminster Bridge
 MILLER, H. CATFORD, Kent, Confectioner May 25 at 11.30
 132, York rd, Westminster Bridge
 MORLEY, GEORGE HERBERT, Doncaster, Grocer May 26 at
 12.30 Off Rec, Figtree ln, Sheffield
 NASH, HARRY, Blandford, Dorset, Baker May 26 at 1
 Off Rec, City chmbrs, Catherine st, Salisbury
 PRIESTLEY, JOHN WILLIAM, Wakefield, Teamer May 27 at
 11 Off Rec, 6, Bond rd, Wakefield
 ROBERTS, MONTAGUE GORDON, Bristol, Tailor May 25 at
 12.30 Off Rec, 26, Baldwin st, Bristol
 ROHRKE, CHARLES JOHN, Manchester, Paper Stock Mer-
 chant May 26 at 3 Off Rec, Byrom st, Manchester
 SARINE, ARTHUR WOOLMER, Oswestry, Coal Merchant May
 26 at 2.15 Wynnstay Hotel, Oswestry
 SLATER, CHARLES ALBERT, and CHARLES STEWARD PHILLOTT
 Liverpool, Produce Brokers May 26 at 11 Off
 Rec, 35, Victoria st, Liverpool
 SWAN, FRANCIS ERNEST, Fleet st, Solicitor May 26 at
 12.30 Bankruptcy bldgs, Carey st
 WHITE, ALFRED ROBERT, Wolverhampton May 27 at 12
 Off Rec, Wolverhampton
 WILLIAMS, JAMES, Poole, Dorset, Builder May 26 at 2
 100, High st, Poole

Amended Notice substituted for that published in the
 London Gazette of May 6:

KIRBY, JOHN HENRY, Ongar, Essex, Chemist May 27 at 12
 14, Bedford row

Turkey Carpets

THE finest collection
 in the world. 4,000
 always in stock at
 the lowest possible prices.
 Comparison proves it.

Write for Quotations.

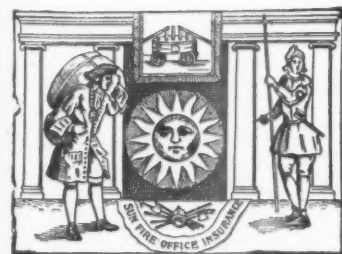
MAPLE & CO

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ADJUDICATIONS.

DODDRIDGE, WILLIAM HENRY THOMAS, Plymouth, Market
 Gardener Plymouth Pet May 12 Ord May 12
 EDWARDS, DAVID HUMPHREYS, Pembroke, Plumber Pem-
 broke Dock Pet May 7 Ord May 13
 ELLIS, WILLIE JAMES, Norwich, Clicker Norwich Pet
 May 12 Ord May 12
 HATCH, THOMAS ALBERT, Portsmouth, Blind Manufacturer
 Portsmouth Pet May 12 Ord May 12
 ILLSLEY, WILLIAM ROBERT, Church Gresley, Derby, Beer-
 house Keeper Burton on Trent Pet May 12 Ord
 May 12
 OWEN, CADWALADE, Llaneltharn, Carnarvon, General
 Dealer Portmadoc Pet May 13 Ord May 13
 POPE, A. L., Upper Richmond rd, Putney, Commercial
 Traveller Wandsworth Pet Mar 23 Ord May 12
 PRIESTLEY, JOHN WILLIAM, Wakefield, Trainer Wakefield
 Pet May 13 Ord May 13
 RADCLIFFE, THOMAS, Bramley, nr Rotherham, Joiner
 Sheffield Pet May 12 Ord May 12
 ROBERTS, MONTAGUE GORDON, Bristol, Tailor Bristol Pet
 May 13 Ord May 4
 SAUNDERS, GEORGE, Lowestoft, Smackowner Great Yar-
 mouth Pet May 12 Ord May 12
 SAUNDERS, JOHN EDUS, Bishopstoke, Southampton, Builder
 Winchester Pet April 9 Ord May 12
 SHEPHERD, LUKE, Bank Top, Darlington, Draper's Assis-
 tant Stockton on Tees Pet May 11 Ord May 11
 SNELL, FREDERICK HERBERT, Torpoint, Cornwall, Builder
 Plymouth Pet April 27 Ord May 13
 STOCKMAN, WILLIAM JOHN, Lowestoft, Grocer Gt Yar-
 mouth Pet May 13 Ord May 13



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SUN FIRE OFFICE
 FOUNDED 1710.
 HEAD OFFICE:
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Insurances effected on the following risks:—

FIRE DAMAGE.
RESULTANT LOSS OF RENT AND PROFITS.
EMPLOYERS' LIABILITY AND PERSONAL ACCIDENT.
WORKMEN'S COMPENSATION, SICKNESS AND DISEASE
 including ACCIDENTS TO **BURGLARY,**
DOMESTIC SERVANTS. PLATE GLASS.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

FIDELITY GUARANTEE.

The BONDS of the SUN INSURANCE OFFICE are accepted by the
 various Divisions of the High Courts of Justice in England and Ireland
 and the Supreme Courts of Scotland, the Masters in Lunacy, Board of
 Trade, and all Departments of His Majesty's Government

THOMAS, WILLIAM ARTHUR, Tenby, Grocer Pembroke Dock Pet May 12 Ord May 12
WILLIAMSON, HENRY, Baring, Essex Chelmsford Pet April 8 Ord May 9

ADJUDICATION ANNULLED.
DAY, HARRY, Modestad, Hants Winchester Adjud Jan 30 Annul May 1

London Gazette.—Friday, May 20.

RECEIVING ORDERS.

CHANNING, WILLIAM CHARLES, Handsworth, Builder Birmingham Pet May 13 Ord May 13
DARVISHIAN, BERNHARD VERNON, Foxcombe Hill, Berks, Mapmaker Oxford Pet May 14 Ord May 14
DAVIES, SAMUEL, Rhoddu, Wrexham, Denbigh, Colliery Hooker Wrexham Pet May 12 Ord May 12
DAWSON, WILLIAM I., Eaton Socon, Beds Bedford Pet Mar 30 Ord May 13
DOBBS, EDWIN, Porthcawl Cardiff Pet April 21 Ord May 13
DOWN, FRANK GEORGE, Marston, Oxford, Grocer's Manager Oxford Pet May 17 Ord May 17
EDWARDS, GEORGE, Clifton Hill, St John's Wood, Estate Agent High Court Pet April 7 Ord May 13
ELLIOT, THOMAS, Chorlton cum Hardy, Manchester, Builder Salford Pet April 13 Ord May 12
EVANS, BENJAMIN, Llandovery, Carmarthen, Wheelwright Carmarthen Pet May 18 Ord May 18
GOODWAY, F. N., Colchester, Tobacco Dealer Colchester Pet April 21 Ord May 11
HULL, JOSEPH ARCHIBALD MONTAGUE, Fulwell, Durham, Grocer Sunderland Pet May 14 Ord May 14
HUSSEY, JOHN, Draycott mews, Kensington, Funeral Furnisher High Court Pet April 29 Ord May 13
JAMES, WILLIAM MORRIS, Mold, Flint, Saddler Chester Pet May 17 Ord May 17
LAZARUS, JOSEPH LAURENCE, Strand, Financier High Court Pet Mar 3 Ord May 18
LEACH, WALTER CLARKSON, Garstang, Lancs, Pig Dealer Preston Pet May 14 Ord May 14
MARKS, DAVID, Romford rd, Manor Park, Essex, Clothier High Court Pet May 18 Ord May 18
MAY, WILLIAM, Cromwell rd, South Kensington High Court Pet Jan 29 Ord May 13
MORRIS, CHARLES PATRICK, Erdington, Warwick, Ironmonger Birmingham Pet May 14 Ord May 14
NODS, WALTER HENRY, King st, Hammersmith, Undertaker High Court Pet April 23 Ord May 18
OWEN, JOHN HENRY, SAM OWEN, and WILLIAM HENRY OWEN, Sheffield, Brick Manufacturers Sheffield Pet May 14 Ord May 14
PEET, JAMES HENRY, Worpleston, Surrey, Physician Guildford Pet April 22 Ord May 17
PETERSON, EDWARD WHITTIER LTD, Edmond rd, Bedford Park, Solicitor High Court Pet April 20 Ord May 18
PONTON, ALBERT LOUIS, Warminster, Wilts, Builder Frome Pet May 18 Ord May 18
PRICE, JAMES HENRY, and EDWIN BENNETT, Bolton, Builders Bolton Pet May 14 Ord May 14
SEXTON, FREDERICK, Loughborough pk, Brixton, Cabinet Maker High Court Pet May 18 Ord May 18
SHARPS, ALFRED, Caster, Northampton, Baker Peterborough Pet May 17 Ord May 17
SPARKS, JOSEPH HENRY, Landport, Hants, Pork Butcher Portsmouth Pet May 14 Ord May 14
SQUIRE, RICHARD, Heavitree, Devon, Commercial Traveller Exeter Pet May 18 Ord May 18
TAYLOR, WILLIAM, Bury, Draper Bolton Pet May 14 Ord May 14
THOMPSON, WILLIAM HENRY, Guilford st, Russell sq, Costumer High Court Pet April 8 Ord May 12
TILDESLEY, WALTER REAO, Willenhall, Staffs, Brass-founder's Manager Wolverhampton Pet May 14 Ord May 14
WATCOYT, FRANK WILLIAM, Exeter, Butcher Exeter Pet May 17 Ord May 17
WEBSTER, JOHN PHILIP, Hay Mill, Sparkhill, Worcester, Chandelier Manufacturer Birmingham Pet April 29 Ord May 12
WEISS, F. and M. MURRAY, Australian av, Fancy Leather Goods Manufacturers High Court Pet April 21 Ord May 12
WHORTON, JAMES DUDLEY, Fender Manufacturer Dudley Pet May 13 Ord May 13
WILLIAMSON, GEORGE, Fieldway House, Highbury, Salesman High Court Pet May 18 Ord May 18
WOOD, ARNOLD, Morley, Yorks, Confectioner Dewsbury Pet May 14 Ord May 14
WRIGHT, RICHARD MARHAM, and JAMES ALFRED BARTON, Long Sutton, Lincs, Potato Merchants King's Lynn Pet May 18 Ord May 18
YATES, JOHN, Runcorn, Chester, Tailor Warrington Pet May 14 Ord May 14

Amended Notice substituted for that published in the London Gazette of May 13:

HOOKER, ALFRED HENRY, Rainham, Essex, Harness Maker Chelmsford Ord May 9

FIRST MEETINGS.

BOND, SYDNEY ARTHUR, Terriers, High Wycombe, Grocer's Manager May 30 at 12 1, St Aldates, Oxford
CHANNING, WILLIAM CHARLES, Handsworth, Builder May 30 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
CHOPPIN, HERBERT STEPHEN, Newport, Essex, Motor Engineer May 30 at 12.15 Railway Inn, Newport, Essex
CHACKWELL, FREDERICK, Ipswich, Joiner May 31 at 12.30 Off Rec, 38, Princes st, Ipswich
DAVIES, SAMUEL, Rhoddu, Wrexham, Denbigh, Colliery Hooker May 30 at 10.30 The Priory, Wrexham
DODDRIED, WILLIAM HENRY THOMAS, Plymouth, Market Gardener May 31 at 4 7, Buckland ter, Plymouth
EDWARDS, GEORGE, Clifton Hill, St John's Wood, Estate Agent May 30 at 11 Bankruptcy bldgs, Carey st
GAZZARD, WILLIAM, Wotton under Edge, Glos, Beerhouse Keeper May 28 at 3 Off Rec, Station rd, Gloucester
GOODWAY, F. N., Colchester, Tobacco Dealer June 10 at 11 Cups Hotel, Colchester

HUSSEY, JOHN, Draycott mews, Kensington, Funeral Furnisher May 30 at 12 Bankruptcy bldgs, Carey st
KNEELY, ALBERT, Ipswich, Grocer May 31 at 2 Off Rec, 38, Princes st, Ipswich
MAY, WILLIAM, Cromwell rd, South Kensington May 30 at 11 Bankruptcy bldgs, Carey st
NORMAN, ALBERT, Bridport, Net Manufacturer May 31 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
PEET, JAMES HENRY, Worpleston, Surrey, Physician May 30 at 11.30 132, York rd, Westminster Bridge
ROGERS, JOHN SIMMS, Luton, Straw Hat Manufacturer May 28 at 12 Off Rec, The Parade, Northampton
SKELL, FREDERICK HERBERT, Torpoint, Cornwall, Builder May 30 at 3.30 7, Buckland ter, Plymouth
SPARKS, JOSEPH HENRY, Landport, Portsmouth, Pork Butcher May 30 at 4 Off Rec, Cambridge junc, High st, Portsmouth
STOCKMAN WILLIAM JOHN, Lowestoft, Grocer May 30 at 4 Off Rec, 8, King st, Norwich
THOMAS, WILLIAM ARTHUR, Tenby, Pembroke, Grocer May 28 at 12.45 Off Rec, 4, Queen st, Carmarthen
THOMPSON, WILLIAM HENRY, Guilford st, Russell sq, Costumer June 2 at 11 Bankruptcy bldgs, Carey st
VAN DE WATER, LEOPOLD LEONCE EDWARD, Mannamend, Plymouth May 31 at 3.15 7, Buckland ter, Plymouth
WATCOYT, FRANK WILLIAM, Exeter, Butcher June 1 at 10.30 Off Rec, 9, Bedford circus, Exeter
WILSON, HENRY, Accrington, Furniture Broker May 28 at 11 Off Rec, 13, Wincley st, Preston

ADJUDICATIONS.

ANDREWS, THOMAS, Upper st, Islington, Builder High Court Pet April 20 Ord May 19
BRINSON, IVES GEORGE, Treharis, Accountant Merthyr Tydfil Pet April 22 Ord May 11
DARVISHIAN, BERNHARD VERNON, Foxcombe Hill, Berks, Mapmaker Oxford Pet May 14 Ord May 14
DAVIS, JOHN FILER, Gt Castle st, Electrician High Court Pet Mar 16 Ord May 17
DAVIES, SAMUEL, Rhoddu, Wrexham, Colliery Hooker Wrexham Pet May 12 Ord May 12
DOBBS, EDWIN, Cardiff Cardiff Pet April 21 Ord May 14
DOWN, FRANK GEORGE, Marston, Oxford, Grocer's Manager Pet May 17 Ord May 17
EVANS, BENJAMIN, Llandovery, Carmarthen, Wheelwright Carmarthen Pet May 18 Ord May 18
FINLINSON, PERCY SKYMOND, Scarborough Huddersfield Pet April 7 Ord May 13
GARMENT, HERBERT E., Hartow, Confectioner St Albans Pet Mar 31 Ord May 16
HALPIN, JOHN, Talbot rd, Bayswater, Dramatic Agency High Court Pet Feb 22 Ord May 12
HART, SAMUEL WALTER, Wanstead, Essex, Coal Merchant High Court Pet April 4 Ord May 13
HOOKER, ALFRED HENRY, Rainham, Essex, Harness Maker Chelmsford Ord May 17
HULL, JOSEPH ARCHIBALD MONTAGUE, Fulwell, Durham, Grocer Sunderland Pet May 14 Ord May 14
JAMES, WILLIAM MORRIS, Mold, Flint, Saddler Chester Pet May 17 Ord May 17
LEACH, WALTER CLARKSON, Garstang, Lancs, Pig Dealer Preston Pet May 14 Ord May 14
LEEMING, ROBERT, Oldham, General Dealer Oldham Pet Pet April 19 Ord May 13
MORRIS, CHARLES PATRICK, Erdington, Warwick, Ironmonger Birmingham Pet May 14 Ord May 14
OWEN, JOHN HENRY, SAM OWEN, and WILLIAM HENRY OWEN, Sheffield, Brick Manufacturers Sheffield Pet May 14 Ord May 14
PECK, JAMES, Middlesbrough, Plumber Middlesbrough Pet May 2 Ord May 13
PONTON, ALBERT LOUIS, Warminster, Wilts, Builder Frome Pet May 18 Ord May 18
PRICE, JAMES HENRY, and EDWIN BENNETT, Bolton, Builders Bolton Pet May 14 Ord May 14
SAYERS, ARTHUR BOND, Clarges st, Musician High Court Pet Mar 15 Ord May 12
SEXTON, FREDERICK, Loughborough pk, Brixton, Cabinet Maker High Court Pet May 18 Ord May 18
SHARPS, ALFRED, Caster, Northampton, Baker Peterborough Pet May 17 Ord May 17
SPARKS, JOSEPH HENRY, Landport, Hants, Pork Butcher Portsmouth Pet May 14 Ord May 14
SQUIRE, RICHARD, Heavitree, Devon, Commercial Traveller Exeter Pet May 18 Ord May 18
TAYLOR, WILLIAM, Bury, Fancy Draper Bolton Pet May 14 Ord May 14
TRUMPLER, HENRY SEBASTIAN, Clapham High Court Pet Mar 22 Ord May 12
VAN GEIDER, A. J., Stockwell rd, Tailor High Court Pet Mar 21 Ord May 12
WATSON, WILLIAM, Leytonstone, Coal Merchant High Court Pet May 11 Ord May 14
WATCOYT, FRANK WILLIAM, Exeter, Butcher Exeter Pet May 17 Ord May 17
WEBSTER, JOHN PHILIP, Sparkhill, Worcester, Chandelier Manufacturer Birmingham Pet April 29 Ord May 14
WHORTON, JAMES DUDLEY, Fender Manufacturer Dudley Pet May 13 Ord May 13
WILLIAMSON, GEORGE LITTLEJOHN, Fieldway House, Highbury, Salesman High Court Pet May 18 Ord May 18
WOOD, ARNOLD, Morley, Yorks Dewsbury Pet May 14 Ord May 14
YATES, JOHN, Runcorn, Tailor Warrington Pet May 14 Ord May 14

ADJUDICATION DISCHARGED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

BARTON-WRIGHT, EDWARD WILLIAM, Albemarle st, Piccadilly, Electric Therapeutic Specialist Court of Appeal in Bankruptcy Pet July 31, 1909 Rec Ord Nov 30, 1909 Adjud Feb 7, 1910 Rec Dis and Dis Pet May 6, 1910

London Gazette.—TUESDAY, May 24.

RECEIVING ORDERS.

DRANE, ROBERT WILLIAM, Aslacton, Norfolk, Miller Norwich Pet May 21 Ord May 21
GILDER, JAMES, Tankerton, Whitstable, Kent, Schoolmaster Canterbury Pet May 19 Ord May 19

HAGGETT, SAMUEL, Cadoxton, nr Barry, Glam, Assistant Timberman Cardiff Pet May 19 Ord May 19
HOWELLS, THOMAS, Clydach Vale, Glam, Underground Haulier Pontypridd Pet May 19 Ord May 19
LAKE, EDWARD SOUTHER, Wickhambreux, Kent, General Dealer Canterbury Pet May 21 Ord May 21
PARR, JOSEPH, Hightingale In, Clapham Common, Civil Servant Wandsworth Pet Mar 1 Ord May 19
PLATT, JAMES, St Martin's In, Woolen Warehouseman High Court Pet April 28 Ord May 23
REID, FRANK, Woodhouse, Leeds, Grocer Leeds Pet May 14 Ord May 14
RENNANT, PERCY WATERLAND, Bedford sq, Solicitor High Court Pet April 2 Ord May 18
RICHMOND, THOMAS, Radcliffe on Trent, Notts, Nurseryman Nottingham Pet May 19 Ord May 19
SMITH, THOMAS BOWMAN, Hastings Hastings Pet May 21 Ord May 21
STUDWICK, FREDERICK WARREN, Richmond, Cheesemonger Wandsworth Pet May 21 Ord May 21
TRENTHAM, WILLIAM HENRY, Victoria st, Consulting Engineer High Court Pet April 28 Ord May 19
WHITAKER, HARRY, Leeds, Tailor Leeds Pet May 19 Ord May 19
WOOLLEY, ERNEST, Holme on Spalding Moor, Yorks, Miller Kingston upon Hull Pet May 19 Ord May 19
WRIGHT, JOHN ELSKY, Derby, Fish Salesman Derby Pet May 19 Ord May 19
WYLD, HENRY G LOCKWOOD, Bradbourne Dene, Sevenoaks Tunbridge Wells Pet Mar 16 Ord May 18

FIRST MEETINGS.

APPLEBY, GEORGE, Uttoxeter, Staffs, Baker June 1 at 12 Off Rec, 47, Full st, Derby
COLE, FREDERICK DANIEL, Hounslow, Decorator June 2 at 12 14, Bedford row
DUNN, FRANCIS ERNEST, St Stephen's gds, Twickenham, Engineer June 2 at 3 14, Bedford row
EVANS, WILLIAM JOHN, Abertillery, Mon, Collier June 1 at 11 Off Rec, 144, Commercial st, Newport, Mon
HOWELLS, THOMAS, Clydach Vale, Glam, Underground Haulier June 2 at 11 St Catherine chmbrs, St Catherine st, Pontypridd
LAZARUS, JOSEPH LAURENCE, Strand, Financier June 1 at 1 Bankruptcy bldgs, Carey st
MAY, DAVID, Romford rd, Manor Park, Essex, Clothier June 1 at 1 Bankruptcy bldgs, Carey st
NODS, WALTER HENRY, King st, Hammersmith, Undertaker June 1 at 12 Bankruptcy bldgs, Carey st
PECK, JAMES, Middlesbrough, Plumber June 1 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
PLATT, JAMES, St Martin's In, Woolen Warehouseman June 1 at 3 Bankruptcy bldgs, Carey st
PONTON, ALBERT LOUIS, Warminster, Wilts, Builder June 1 at 12 Off Rec, 26, Baldwin st, Bristol
REID, FRANK, Woodhouse, Leeds, Grocer June 1 at 11 Off Rec, 24, Bond st, Leeds
RENNANT, PERCY WATERLAND, Bedford sq, Solicitor June 3 at 12 Bankruptcy bldgs, Carey st
SAUNDERS, GEORGE, Lowestoft, Smaokowner June 2 at 2.45 Suffolk Hotel, Lowestoft
SEXTON, FREDERICK, Loughborough Park, Brixton, Cabinet Maker June 2 at 1 Bankruptcy bldgs, Carey st
SHANE, ADOLF, Blaina, Mon, Pawnbroker June 1 at 11.30 Off Rec, 144, Commercial st, Newport, Mon
SHEPHERD, LUKE, Bank Top, Darlington, Draper's Assistant June 1 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
SMEDLEY, JOHN WILLIAM, Derby, Music Teacher June 1 at 11 Off Rec, 47, Full st, Derby
TRENTHAM, WILLIAM HENRY, Victoria st, Consulting Engineer June 3 at 1 Bankruptcy bldgs, Carey st
WEBSTER, JOHN PHILIP, Sparkhill, Worcester, Chandelier Manufacturer June 1 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
WHITAKER, HARRY, Leeds, Tailor June 1 at 11.30 Off Rec, 24, Bond st, Leeds
WILLIAMSON, GEORGE, Highbury, Salesman June 3 at 11 Bankruptcy bldgs, Carey st
WOOD, ARNOLD, Morley, Yorks, Baker June 1 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

Amended Notices substituted for those published in the London Gazette of May 13:

POOKE, JAMES, Finsbury rd, Wood Green, Builder May 26 at 12 14, Bedford row

ADJUDICATIONS.

DRANE, ROBERT WILLIAM, Aslacton, Norfolk, Miller Norwich Pet May 21 Ord May 21
GILDER, JAMES, Tankerton, Whitstable, Schoolmaster Canterbury Pet May 19 Ord May 19
HAGGETT, SAMUEL, Cadoxton, nr Barry, Assistant Timberman Cardiff Pet May 19 Ord May 19
HOWELL, ARTHUR WILLIAM, Seathouse, Hants, Tailor Portsmouth Pet April 23 Ord May 19
HOWELLS, THOMAS, Clydach Vale, Glam, Underground Haulier Pontypridd Pet May 19 Ord May 19
LAKE, EDWARD SOUTHER, Wickhambreux, Kent, Draper Canterbury Pet May 21 Ord May 21
PEET, JAMES HENRY, Worpleston, Surrey, Physician Guildford Pet April 22 Ord May 21
REID, FRANK, Woodhouse, Leeds, Grocer Leeds Pet May 14 Ord May 14
RICHMOND, THOMAS, Radcliffe on Trent, Notts, Nurseryman Nottingham Pet May 19 Ord May 19
ROBINSON, WILLIAM, Niron st, Fulham Palace rd, Provision Dealer High Court Pet Mar 30 Ord May 21
SMITH, THOMAS BOWMAN, Hastings Hastings Pet May 21 Ord May 21
STUDWICK, FREDERICK WARREN, Richmond, Cheesemonger Wandsworth Pet May 21 Ord May 21
WHITAKER, HARRY, Leeds, Tailor Leeds Pet May 19 Ord May 19
WOOLLEY, ERNEST, Holme on Spalding Moor, Yorks, Miller Kingston upon Hull Pet May 19 Ord May 19
WRIGHT, JOHN ELSKY, Derby, Fish Salesman Derby Pet May 19 Ord May 19

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